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STRATA TITLE MANAGEMENT

NOTICE OF
ANNUAL GENERAL MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date:	**12 April 2023**
Time:	**07:00 PM**
Venue:	**Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230**

Prepared by: Stephen Neil
Phone: (02)95404199 Fax:
Postal Address: PO Box 56, Sutherland, 1499
Email: reception@stratatitle.com.au

PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

Liability limited by a scheme approved under the Professional Standards Legislation.

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LETTER FROM THE STRATA MANAGING AGENT

Dear Owners,

We are pleased to invite you to attend the Annual General Meeting of The Owners-Strata Plan 50785 – 1 McDonald Street, CRONULLA, NSW, 2230.

The motions to be determined at the meeting as well as explanatory notes on each motion are detailed in the meeting notice. We urge you to carefully read the motions and associated documentation including the financial statements, proposed budget report and other important annexures prior to the meeting so that you are fully aware of the items to be determined.

If you are unable to attend the meeting, we encourage you to indicate your voting intentions by completing and returning the accompanying proxy appointment form to our office via fax (02)95404199 or email your strata manager directly 24-hours prior to the meeting. You may appoint any person to attend the meeting and vote on your behalf. Alternatively, you may appoint the chairperson.

Further information relating to voting at the meeting is as follows:

- Please ensure that all sections of the proxy are completed in full.Proxies not completed correctly may be deemed invalid.
- **If your lot is in the name of multiple owners, where it states owners signature of the proxy form, all owners must sign this section, otherwise your proxy is invalid.**
- Should your lot be in the name of a company, please ensure a company nominee form is completed and returned to our office.The company nominee's name must be recorded on the strata roll for them to be able to vote at the meeting.
- Only **FINANCIAL** owners are entitled to vote at a general meeting, unless a unanimous resolution is required, then all owners whether financial or not are permitted to vote on such motions.
- Please contact our office at least 24 hours prior to the meeting in relation to account and budget enquiries.

This meeting is held in accordance with the Strata Schemes Management Act (NSW) 2015 that was in effect from 30 November 2016.

As per the changes made as part of this Act, please note that:

- A person may only hold a proxy for 1 owner in strata schemes of up-to 20 lots or 5% of the total number of lots for strata schemes over 20 lots.
- A number of new statutory motions are required concerning building defects, annual fire safety statements and Strata Managers reporting on commissions & training received.
- Tenants now have the ability to attend the AGM if a tenant representative has been elected
- The ability for Owners Corporations to issue summary or detailed financial statements with the agenda.

For further information on the changes, please visit Fair Trading's website at: http://www.fairtrading.nsw.gov.au

We trust this information proves helpful and look forward to seeing you at the meeting.

Yours Sincerely,
STRATA TITLE MANAGEMENT
Stephen Neil
Strata Manager
sneil@stratatitle.com.au
Dated: 27 March 2023

IMPORTANT INFORMATION ABOUT VOTING AT THE ANNUAL GENERAL MEETING

In these notes:

a. Priority vote means a vote by:
   - An enrolled mortgagee having priority over any other mortgagee or enrolled covenant chargee; or
   - An enrolled covenant chargee having priority over any enrolled mortgagee; or
   - An enrolled covenant where there is no enrolled mortgagee.

b. A proxy means a person appointed as a proxy by an instrument in the prescribed form.

c. A person entitled to vote means (unless otherwise specified) a person entitled to vote on a motion requiring a unanimous resolution.

1. A vote at the meeting by the owner of a lot does not count if a priority vote in respect of the lot is cast in relation to the same matter.

2. An owner of a lot, or a person with a priority vote in respect of a lot, may not vote at the meeting on a motion (other than a motion requiring a unanimous resolution) unless payment has been made before the meeting of all contributions levied on the owner, and any other amounts recoverable from the owner, in relation to the lot that are owing at the date of this notice.

3. If you, as the addressee of this notice:
   a. are not a corporation, then voting and other rights conferred by the Strata Schemes Management Act 2015 may be exercised by you in person or by proxy; or
   b. are a corporation, then voting and other rights conferred by that Schedule may be exercised only by your company nominee in person, or by proxy appointed by the corporation.

4. Your right to vote as an owner, company nominee or person with a priority vote is also depends upon your name being recorded on the strata roll.

IMPORTANT INFORMATION ABOUT A QUORUM FOR THE ANNUAL GENERAL MEETING

1. A motion submitted at the Annual General Meeting must not be considered, and an election must not be held, unless there is a quorum present to consider and vote on the motion or on the election.

2. There is a quorum for considering and voting on such a motion or at such an election only if:
(a) at least one-quarter of the number of persons entitled to vote on the motion or at the election is present, either personally or by duly appointed proxy; or
(b) at least one-quarter of the aggregate unit entitlement of the strata scheme is represented by the persons who are present and entitled to vote on the motion or at the election, either personally or by duly appointed proxy.

3. However, if there is more than one owner in the strata scheme and the quorum calculated in accordance with clause 2 above is less than 2 persons, then the quorum is 2 persons entitled to vote on the motion or on the election.

4. If there is no quorum for business at a general meeting, the Chairperson, after waiting half an hour, will be able to declare that the persons present constitute a quorum. **IMPORTANT NOTE:** It is STM's policy to open the meeting after half an hour, rather than adjourn the meeting for at least 7 days to minimise additional meeting related expenses for the Owners Corporation.

5. If however, a quorum is not present within half an hour after the relevant motion or business arises for consideration at the meeting, then the Chairperson may adjourn the meeting for at least 7 days. A further notice will be given about the adjourned meeting.

6. If a quorum is not present within the next half-hour after the time fixed for the adjourned meeting, the persons present personally or by duly appointed proxy and entitled to vote constitute a quorum for considering that motion or business.

IMPORTANT INFORMATION ABOUT RESOLUTIONS AT THE ANNUAL GENERAL MEETING

For voting purposes:

1. An ordinary resolution is passed if the majority of the votes cast are in favour of the motion.
2. A special resolution is passed if not more than 25% of votes cast (based on the unit entitlement of the voter) are cast against the motion.
3. A unanimous resolution is passed if no vote is cast against the motion.

NOTICE OF ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION – 50785

NOTICE OF BUSINESS to be dealt with at the Annual General Meeting of the Owners - Strata Plan No 50785
To be held on **12, April, 2023**
Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230
Commencing at 07:00 PM

PRELIMINARIES

1. Recording of persons present personally or by proxy.
2. Recording of apologies.
3. Announcement of persons entitled to vote.
4. Determination of quorum.
5. Determination of Motions

Motion 1.	***Minutes***	***Ordinary Resolution***

THAT the minutes of the previous General Meeting be confirmed as a true and accurate account of the proceedings at that meeting.

Explanatory Notes: This motion refers to accepting the minutes of the last general meeting, a copy of which is included in the meeting notice.

Motion 2.	Financials	Ordinary Resolution

THAT the statement of key financial information and the audited financial statements of accounts for the period 1st of March 2022 to 28th of February 2023 be adopted.

Explanatory Notes:
The Audited financial statements are attached for your review.
Note: Any questions relating to the budget or financial statements should be directed to our office PRIOR to the meeting.

Treasurer's Notes:

Administration Fund (AF)
Yet another good result !
We came in $100,221.97 better than the approved budget. The year end actual balance being $192,093.93 as compared with the budget of $91,871.96 !

Significant variances that were only positive to budget being :
** $10,000.00 Insurance excesses - $10,000.00 budgeted & $0 spent. No claims, and only 1 water ingress enquiry which was rejected, so withdrawn*
** $14,710.00 Airconditioning maintenance - $15,000.00 budgeted & only $290.00 spent. Note that we spent $13,907.96 last year*
** $37,085.27 Cleaning - $170,000.00 budgeted & $132,914.73 spent. Note extra cleaning, etc was allowed and this being resolved effective 1/2/2023 when Walter Zenari replaced John Stevens, and*
** $14,220.46 General repairs - $25,000.00 budgeted & $10,779.54 spent. Likely over budgeted.*

Other matters of significant interest being :
** Insurance Premium – last year we paid $86,349.77 and understanding that we could be hit with a significant uplift we had a budget approved of $105,000.00, this proved to be slightly understated with this year's bill coming in at $109,433.51. But following a revaluation, this included an uplift in our insurance coverage including the building sum insured increasing from $91,141,000 to $104,250,000.*
** Electricity – last year we paid $62,112.68 so set a budget of $65,000.00 and ended up paying $66,708.20. So, all in order except that our 4 year fixed deal with Energy Australia ended on 31/12/2023. We have since entered into a new 2 year fixed deal again with Energy Australia at significantly higher rates and this is reflected in the proposed 2023/24 budget of $110,000.00 = for information at this point !*

Capital Works Fund (CWF)
Also another good result !
We came in $657,090.08 better than approved budget. The year end balance being $931,172.01 as compared with the budget of $274,081.93 less $255,116 in works deferred to 2023/24 (re-tiling lowrise interiors for $55,000 now estimated at $70,000 for 2023/24 + replacing tower lift controllers for $200,116 now estimated at $200,000 for 2023/24). So, after the deferred works we came in with a nett $401,974.08 better than the approved budget.

Significant variances that were positive to budget being :
**$10K for re-capping the fountain. Project not proceeded with*
**$37K to replace a/c units. $42K budgeted & $5K spent on C64 & C69*
**$21.6K to replace hot water heaters. $45K budgeted & $23.4K spent – good*
**$78.7K for general works. $106.5K budgeted & $27.7K spent - very good.*

There was 1 significant variance that was negative to budget being -$42,038 against total water ingress projects, $350,000 budgeted & later determined to total $392,038 with $118,542 spent & accrued.

Water ingress rectifications being :
**A12 $75,000 estimated with a quote from KASE at $67,656*
**C26 $20,000 estimated with $850 now paid*
**C48 $6,355 paid*
**C55 $13,636 paid but some issues*
**C69 $60,000 estimated with $5,645 now paid*
**C70 $79,841 paid but issues*
**C71 $70,000 estimated with a quote from Wrightson at $64,380*
**C72 $55,000 estimated with a quote from Wrightson at $48,830*
**C73 $12,206 paid*

Motion 3.	Auditor	Ordinary Resolution

THAT a recommended auditor be appointed for the financial year 1st of March 2023 to 28th of February 2024.

Explanatory Notes: This motion is required to be considered by the Owners Corporation at each Annual General Meeting however it is not a legal requirement to appoint an auditor, unless your Strata Plan contains over 100 lots (excluding utility lots and car park lots) or has the total of other income, total annual levies and the total of funds held on deposit that is greater than $250,000.

Motion 4.	Term Deposits	Ordinary Resolution

THAT the duly elected Treasurer be authorised to provide standing instructions to the Strata Managing Agent concerning the investment of trust funds into higher interest bearing accounts.

Explanatory Notes:
This motion is to provide the Treasurer with the expressed authority of the Owners Corporation to provide the Strata Managing Agent instructions on investing trust funds in term deposit accounts or other approved investment accounts to achieve a higher level of interest on your trust funds.

Motion 5.	Management of Levy Arrears	Ordinary Resolution

THAT the Owners – Strata Plan No 50785 RESOLVE pursuant to the Strata Schemes Management Act 2015 (including Section 103) for the purpose of collecting levy contributions to authorise the Strata Managing Agent and/or the Strata Committee to do any one or more of the following:

1. to issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans;

Important Note:
STM's debt recovery process is to send owners the original levy notice at six weeks prior to the due date. STM then sends a first reminder 34 calendar days after the due date, a second reminder 48 calendar days after the due date and a final reminder 64 calendar days after the due date. Our solicitors will be engaged 28 calendar days from the final reminder issue date. Charges for the reminder notices are included in the Agency Agreement. Interest is charged on all outstanding debts and retained by the Owners Corporation. This strict process is necessary to ensure that our scheme have suitable cash flows in order to maintain expenditure levels for services.

2. to engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of The Owners- Strata Plan No 50785;
3. to issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any lot owner, mortgagee in possession and/or former lot owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs;
4. Enter and enforce any judgment obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings;
5. Filing an appeal or defending an appeal against any judgment concerning the collection of levy contributions; and
6. Liaise, instruct and prepare all matters with the Owners Corporation's debt collection agents, lawyers and experts in relation to any levy recovery proceedings.

Explanatory Notes:
This is a standing motion to authorise Strata Title Management to take any and all necessary action to ensure the prompt payment of levies within your scheme.

Motion 6.	***Payment Plans***	***Ordinary Resolution***

THAT the Owners – Strata Plan 50785 RESOLVE to agree to enter into payment plans generally for matters involving arrears of unpaid contributions/levies or other amounts including interest, legal and other costs/expenses thereon and to delegate to the strata manager and/or the strata committee the ability to enter into, arrange and monitor each such payment plan limited to a period of 12 months per payment plan with any further or subsequent payment plan to be entered into as agreed by the strata committee or owners corporation by resolution.

Explanatory Notes: Pursuant to Sections 85(5) – (85)(7)of the Strata Schemes Management Act 2015 and Regulation 18 and 19 of the Strata Scheme Management Regulations 2016 an owners corporation may agree to enter into payment plans generally or in particular cases for the payment of overdue contributions by a resolution passed at a general meeting. This resolution provides the power for the owners corporation to enter into such payment plans.

Motion 7.	Annual Budget and Contributions	Ordinary Resolution

1. **THAT** in accordance with Section 79 of the Strata Schemes Management Act 2015, that the proposed annual budget* for the financial period 1st of March 2023 to 28th of February 2024 be adopted.

2. **THAT** in accordance with Section 81 of the Strata Schemes Management Act 2015, the proposed contributions (levies) payable for the financial period 1st of March 2023 to 28th of February 2024 be as follows:-

ADMINISTRATIVE FUND: $666,667.00 GST Inclusive
CAPITAL WORKS FUND:** $523,566.00 GST Inclusive
Note – remove GST inclusive if not a GST registered building

And that the contributions be levied in four instalments in accordance with Section 81 of the Strata Schemes Management Act 2015 and payable by each Lot owner according to unit entitlement as shown in the table below.

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
Already Issued	Current	1 Mar 2023	31 May 2023	1 Mar 2023	$183,333.41	$18.33334
To be Issued	Current	1 Jun 2023	31 Aug 2023	1 Jun 2023	$161,111.20	$16.11112
To be Issued	Current	1 Sep 2023	30 Nov 2023	1 Sep 2023	$161,111.20	$16.11112
To be Issued	Current	1 Dec 2023	29 Feb 2024	1 Dec 2023	$161,111.19	$16.11112
Total		1 Mar 2023	29 Feb 2024		**$666,667.00**	**$66.66670**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Entitlement
To be Issued	Next	1 Mar 2024	31 May 2024	1 Mar 2024	$166,666.75	$16.66668
To be Issued	Next	1 Jun 2024	31 Aug 2024	1 Jun 2024	$166,666.75	$16.66668
Total		1 Mar 2024	31 Aug 2024		**$333,333.50**	**$33.33335**

Levy Status	Financial Period	Period From	Period To	Due	Capital Works Fund	Per Lot Entitlement
Already Issued	Current	1 Mar 2023	31 May 2023	1 Mar 2023	$128,700.00	$12.87000
To be Issued	Current	1 Jun 2023	31 Aug 2023	1 Jun 2023	$131,622.00	$13.16220
To be Issued	Current	1 Sep 2023	30 Nov 2023	1 Sep 2023	$131,622.00	$13.16220
To be Issued	Current	1 Dec 2023	29 Feb 2024	1 Dec 2023	$131,622.00	$13.16220
Total		1 Mar 2023	29 Feb 2024		**$523,566.00**	**$52.35660**

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Capital Works Fund	Per Lot Entitlement
To be Issued	Next	1 Mar 2024	31 May 2024	1 Mar 2024	$130,891.50	$13.08915

To be Issued	Next	1 Jun 2024	31 Aug 2024	1 Jun 2024	$130,891.50	$13.08915
Total		1 Mar 2024	31 Aug 2024		**$261,783.00**	**$26.17830**

Levy periods commencing: 1/3/23, 1/6/23, 1/9/23, 1/12/23

3. **THAT** in the event that the Owners Corporation is unable to hold the next Annual General Meeting by 15/1/24, the Owners Corporation estimates and approves that the yearly and quarterly expenses of the scheme will be the same as those contained in the current budget and accordingly resolves to raise a levy for the quarter 1/3/24 to 31/5/24 quarter and 1/6/24 to 31/8/23 as per the table above.

Explanatory Notes:
The proposed budget is attached for your review. To raise any questions in relation to the budget, please make contact with our team giving a minimum 24 hours' notice prior to the commencement of the meeting. If you wish to propose an amendment to the budget please ensure that you attend the meeting and ABSTAIN from voting on this motion by pre-electronic vote.

Treasurer's Notes

Administration Fund (AF)
Propose that existing AF levies again remain unchanged !
Now seven (7) continuous years of AF levy stability !

Noting :
** the 2022/23 balance carried forward was very healthy, so leading to a good 2023/24 budget proposal*
** proposed budget shows a strong 2023/24 year end balance of $109,403.93 = could possibly' lead to a good 2024/25 AF budget*
** budget expenses of $731,940.00 significantly exceed budget income of $649,250.00*
** Consultant expenses budget have been retained at $35,000.00*
** Insurance excesses has also been retained at $10,000.00 = 2 claims, while none were made in 2022/23*
** Insurance premium has been lifted by a further 20% to $130,000.00*
** Cleaning is basically that of Walter's commercial quote*
** Fire Monitoring is for ADT monitoring + 3 fire brigade call-outs*
** Pool consumables includes servicing, but Walter will take this over as part of his contract – budget here is therefore possibly overstated*
** Electricity has been significantly uplifted in line with the new Energy Australia contract*

Capital Works Fund (CWF)
Propose that existing CWF levies be increased 11.9% by $55,556 pa, from 468,000 pa to a $523,556 pa, plus GST

Noting :
** a separate motion follows with regard to water ingress rectification to both tower penthouses, where today we can only estimate the cost and work towards achieving actual quotes*
** proposed budget shows a 2023/24 year end balance of $505,386 part of which could be allocated to penthouse water ingress costs when known*
** budget expenses of $903,496 significantly exceed proposed budget income*
** Water ingress rectification allowed at $373,496 being $273,496 carried forward + an additional $100,000*
** Water ingress Project Management allowed at $150,000*
** Replace tower lift controllers allowed at $190,000*
** Re-tile lowrise exteriors allowed at $70,000*
** Other & general works allowed at $120,000.*

Motion 8.	Levy Discount	Ordinary Resolution

THAT the Owners – Strata Plan 50785 RESOLVES in accordance with section 85(4) of the Strata Schemes Management Act 2015 (NSW), that the owners may pay 10% less of a contribution for the administration and capital works fund levied under motion 8 if the person pays the contribution before the date on which it becomes due and payable after allowing suitable time for Strata Management to process such payment.

Explanatory Notes: This resolution is to apply a 10% discount to the administration and capital works fund levies if the levy payment is received in full BEFORE the date on which it becomes due and payable.

Motion 9.	Removing Limitation	Ordinary Resolution

THAT in accordance with Section 102 of the Strata Schemes Management Act 2015, the Owners Corporation resolves to remove the limitation relating to expenditure in excess of 10% above the budget on any one item or matter.

Explanatory Notes:
In accordance with Section 102 of the Strata Schemes Management Act 2015, for a large scheme, the Owners Corporation must not, in the period until the next Annual General Meeting, spend on any item or matter an amount greater than that determined amount (budget line items) for expenditure on the item or the matter plus 10%.
This motion removes such limitation on the Owners Corporation, as at any stage the Owners Corporation could potentially be above 10% on any budgeted line item, which then requires the Owners Corporation to call a general meeting. The calling of a general meeting can be expensive and burdensome on the Owners Corporation, and this motion gives the Owners Corporation the ability to remove this requirement.
Such limitation has never been applied.

Motion 10.	Strata Hub	Ordinary Resolution

THAT the Owners – Strata Plan 50785 Resolve to do the following:

- Delegate the strata manager the function to upload all information/documents required to comply with the Strata Schemes Management Regulations 2021 (regulation 43A) relating to the Office of Fair Trading 'Strata Hub' and
- Provide the contact details of those Committee Members appointed to Office Bearers positions for the ensuing year.

Explanatory Notes:
From 30 June 2022 an Owners Corporation will be required to place a range of information (and documents) on the Office of Fair Trading "Strata Hub" which is designed to capture information relating to a strata scheme (some of which is for public distribution). This motion is for the strata managing agent to be delegated the authority to undertake such work (uploading the information/documents and keeping records current) including the contact details of those appointed Office Bearers for the ensuing year.

Motion 11.	Election of Strata Committee	Ordinary Resolution

THAT in accordance with Regulation 9 of the Strata Schemes Management Regulation 2016, the election of the Strata Committee takes place and that:
(a) The Chairperson announce the names of the candidates already nominated in writing for election to the Strata Committee; and
(b) The Chairperson call for any oral nominations of candidates eligible for elections to the Strata Committee;
(c) The Chairperson declare that nominations are closed;
(d) That the number of members to the Strata Committee be set.

Explanatory Notes:
The election of the Strata Committee cannot be decided by pre-electronic voting. You must attend the meeting in person/electronically or by duly appointed proxy.
Should you wish to nominate yourself or another person to the Strata Committee this can be done verbally at the meeting or by notifying your Strata Manager in writing prior to the meeting.
If you are pre-voting only and are not going to attend the meeting, please ABSTAIN from voting.
The election of the Strata Committee process is clearly set out in Regulation 9 of the Strata Schemes Management Regulation 2016. If the number of candidates:

1. *is the same as, or fewer than, the number of members of the Strata Committee decided, on-those candidates are to be declared by the chairperson to be, and are taken to have been, elected as the Strata committee, or*
2. *is greater than the number so decided on, a ballot is to be held.*

The Strata Schemes Management Act 2015 (NSW) states that the Owners Corporation must have a Strata Committee and your Strata Committee must be comprised of no more than 9 members, unless you are a large scheme in which case you must have between 3 and 9 members.

Motion 12.	Restricted Matters	Ordinary Resolution

THAT no additional restrictions be placed on Strata Committee other than those currently imposed by Section 36 (3b) of the Act.

Explanatory Notes:
Explanatory Note: This motion is a statutory motion. An owners corporation must consider at each Annual General Meeting whether the Strata Committee should be restricted from making particular decisions other than those already restricted by law (such as determining levies and passing by-laws). If a restriction is imposed, then the particular decisions must be made by the owner's corporation at a general meeting.
No restrictions have been imposed in the past.

Motion 13.	Confirmation of Insurance	Ordinary Resolution

THAT the Owners Corporation's insurance policies currently in place be confirmed.

Explanatory Notes: In accordance with Section 160-164 of the Strata Schemes Management Act 2015, the Owners Corporation is required to take out insurances for all the required insurance policies, through an approved insurer.Insurances are already in place as detailed in the enclosed schedule of insurances and these need to be confirmed. There are a number of exclusions in the insurance policies including for example, flood cover. You may wish to check these exclusions for yourself at your insurers website.

Motion 14.	Renewal of Insurance Policy	Ordinary Resolution

THAT the Strata Managing Agent be instructed to renew next years insurance policy through a recommended insurance broker, subject to recommendations for renewal being presented to the Strata Committee in accordance with the legislation.

Explanatory Notes: This motion is to decide to engage the services of an insurance broker to go out to the market and obtain at least 3 insurance quotations prior to renewal. Once received, the quotations will be referred to the Strata Committee to resolve a decision on which insurer to renew with. In accordance with Section 166 of the Strata Schemes Management Act 2015, if at least 3 quotations are not able to be obtained, a written explanation will be provided to the Strata Committee. We currently use Body Corporate Brokers (BCB) whose Financial Services Guide is attached to this Notice.

Motion 15.	Additional Insurances	Ordinary Resolution

THAT an insurance policy continues to be executed for office bearer's liability and/or misappropriation of money or property of the Owners Corporation.

Explanatory Notes: In accordance with Section 165 (2) of the Strata Schemes Management Act 2015, the Owners Corporation must consider taking out additional insurances referred to Office Bearer's Liability Insurance and Fidelity Guarantee/Crime Insurance to cover instances such as: (a) Damage to property, death or bodily injury for which a person holding the office of Chairperson, Secretary or Treasurer of the Owners Corporation or of a member of the Strata Committee of the Owners Corporation could become liable in damages because of an act or omission, committed or omitted in good faith, in performing the functions of that office, (b) Misappropriation of money or other property of the owners corporation.

Motion 16.	Commissions and Training Services	Ordinary Resolution

THAT the report (below) be received from the Strata Managing Agent on commissions and training services received in the past 12 months and estimate of commissions and training services to be received in the next 12 months.

Commissions Report: $8,250.00 in insurance commissions has been received by the managing agent in accordance with the strata management agency agreement during the past 12 months. STM are of the view that the estimated insurance commission to be received in the next 12 months will increase or decrease, in line with premium fluctuations. The current strata insurance underwriting market remains highly competitive however, an increase in insurance premiums and therefore, resultant commission change, may be likely.

Training Report: The equivalent of $0.15 per lot in training services in the past 12 months, and an amount of $0.15 in training services is expected to be received in the next 12 months.

Explanatory Notes:
The strata managing agent under Section 60 of the Strata Schemes Management Act 2015 is required to disclose all commissions or training services provided to the strata managing agent for the strata scheme. As at the date of the notice of this meeting the strata managing agent has received the amounts stipulated in the report provided.

Motion 17.	Work, Health and Safety Report	Ordinary Resolution

THAT the Owners Corporation engage a suitably qualified consultant to carry out a Compliance Report of the common property in accordance with the Work Health and Safety Act 2011.

Last Report Undertaken: 26/10/21

Explanatory Notes: The Work Health and Safety Act 2011 has dramatically affected the manner in which an Owners Corporation or an owner must consider their duties under the law, especially in regard to the health and safety of any workers engaged on their common property. The Act places duties upon a 'person conducting a business or undertaking' (PCBU) which are owed to a 'worker'. Per the definition of a PCBU in the Act, a PCBU could be an Owners Corporation; the occupier of the lot; a caretaking service contractor or letting agent or a Strata Manager.

Likewise, a 'worker' under the Act could be an employee; a contractor or subcontractor; an employee of the contractor or subcontractor or any person who receives direction from a PCBU while on the property (for example, a volunteer or work experience student).

As persons conducting a business or undertaking, you have obligations to ensure the risk of injury or illness is minimised for persons coming into or leaving the property, visitors and workers alike.
Due to the broad implications of the Work Health and Safety Act 2011, it is vital that an Owners Corporation or an owner undertakes measures to ensure their property or properties comply with the new requirements. Failure to comply with your obligations could mean a fine of up to $600,000 and/or 5 years imprisonment for individuals or a fine up to $3,000,000 for an Owners Corporation.

Due to the nature of the risks that may be encountered by workers engaged on the common property in a strata environment, it is reasonable that the regularity in which risk management plans should be reviewed may be stretched up to a year in order that an Owners Corporation is shown to meet its obligations.

Motion 18.	Annual Fire Safety Statement	Ordinary Resolution

a) **THAT** the current Annual Fire Safety Statement be considered and to confirm the appointment of a Competent Fire Safety Practitioner required for the completion and submission of the next Annual Fire Safety Statement;

(b) **THAT** the Owners Corporation delegates authority to the Strata Managing Agent to sign and affix the common seal of an Owners Corporation on the Annual Fire Safety Statement for the purpose of lodgement to council and NSW Fire and Rescue; and be authorised to complete any necessary repairs on behalf of the Owners Corporation in order to satisfy the requirements of council in accordance with the Environmental Planning and Assessment Regulation 2000.

The current AFSS is to be renewed by 17/12/2023

Explanatory Notes: In accordance with Schedule 1, Part 2, Clause 6 (c) of the Strata Schemes Management Act 2015, the Owners Corporation must now consider, at each Annual General Meeting, the annual fire safety statement (if one is required for the building) under the Environmental Planning and Assessment Act 1979 and arrangements for obtaining the next annual fire safety statement.

Motion 19.	Appointment of Managing Agent - Strata Title Management	Ordinary Resolution

THAT in accordance with Section 49 of the Strata Schemes Management Act 2015 ("Act") that:
(a) Strata Title Management Group Pty Ltd trading as Strata Title Management ("Agent") be appointed as strata managing agent of Strata Scheme No 50785;
(b) The Owners Corporation delegate to the Agent all of its functions (other than those listed in section 52 (2) of the Act) and all of the functions of its Chairperson, Secretary, Treasurer and Strata Committee;
(c) The Owners Corporation execute the written agreement, ("Agreement") circulated with this agenda, to give effect to this appointment and delegation and that the Secretary and one other Strata Committee Member be authorised to sign the agreement on behalf of the Owners Corporation under common seal in accordance with Section 273 of the Strata Schemes Management Act 2015;
(d) The delegation is subject to the conditions and limitations set out in the Agreement; and
(e) That upon execution on the Agreement, the Owners Corporation and the Agent mutually agrees that this Agreement supersedes and cancels all previous delegations and Agency Agreements between the Owners Corporation and the Agent.

Explanatory Notes: Due to an impending expiry of your current Agency Agreement, it is proposed that your Owners Corporation enter into a new agency agreement with our office to enable seamless continuation of our management services to your Owners Corporation. The terms and conditions of the new agreement are largely the same as those currently in place – Refer to copy of agreement attached.

Motion 20.	Building Defects	Ordinary Resolution

THAT the Owners Corporation considers any building defects at the strata scheme currently under a statutory warranty period under the Home Building Act 1989 and the proposed rectification of those defects.

Explanatory Notes: Until the end of warranty periods for applicable statutory warranties under the Home Building Act 1989 for buildings of the strata scheme, the Owners Corporation must now consider an item in relation to building defects and rectification.

Motion 21.	Retention of Herman Edenton	Ordinary Resolution

THAT subject to the approval of Zenari's Maintenance Service Pty Ltd as to the work standard of Herman Edenton as weekday onsite cleaner being commensurate with professional cleaning of a high quality building complex such as Côte d'Azur, the Owners acknowledge the value of Zenari's Maintenance Service Pty Ltd retaining Herman for an additional two hours as day at a cost to us of $20K pa above that of Zenari's own staff.

Explanatory Notes:

Explanatory note: The appreciation of Herman by our residents is well known, and many voiced their disappointment if Herman would have to leave the building with our recent change of building management from John Stevens of Premier Contract Cleaning Pty Ltd. The committee accepted the tender from Zenari's Maintenance Service as along with Walter's early experience of our building, it was financially favorable as well as commensurate with the amount previously paid to Premier. Therefore, Walter Zenari agreed to trial Herman for a three month period. Most residents were unaware that our cleaners have always been engaged by the Building Manager, and never employed directly by us. Walter has indicated the cost of retaining Herman for an extra two hours a day is an additional $20K pa above his costs of bringing in one of his own professional staff. The owners are requested to make this decision. The increased cost is unbudgeted, and would come from our Administration Fund.

Motion 22.	Amendment of Special By-Law 112 - Residential Resort Area	Ordinary Resolution

THAT the Owners Corporation SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 THAT the existing By-law 112 be amended as per the annexure and that notification of the updated By-law be lodged for registration at the Registrar-General's Office.

AND THAT the By-law definitions will be updated to include:

Eligible Adult Family Member means any nonresident person eighteen years of age or older that a Resident can demonstrate as being related to that Resident in any of the following ways:

- Husband/Wife
- Domestic Partner/De Facto
- Son/Daughter
- Father/Mother
- Brother/Sister
- Grandchild
- Son/Daughter-in-law; Brother/Sister-in-law; Father/Mother-in-law
- Nephew/Niece
- First cousin

Explanatory Notes:

It has become necessary to clearly define who is permitted to enter and use our Resort Area facilities, and under what conditions. There have been many breaches of the long-standing agreement which all residents have acknowledged prior to their security swipes being programmed for the area, with too many nonresidents entering. Several owners are tired of seeing numerous unfamiliar faces in our Resort Area, and have felt unable to use their own pool in particular without fear of being intimidated. This update will allow certain defined persons to be able to legitimately use the area unaccompanied. This motion requires passing by a Special Resolution where no more than 25% of Owners may vote against for this motion to be carried. The Strata Committee recommends that this motion be approved.

Motion 23.	Water Ingress Rectification	Ordinary Resolution

THAT acknowledging the continuing water ingress problems in multiple units, the Owners Corporation has engaged Landlay Consulting Group Pty Ltd to oversee major rectification works which are presently unbudgeted for, and an EGM must be called to approve a special levy when the likely costs are known.

Explanatory Notes:

New State legislation in the form of the Design and Building Practitioners Act has passed governing particular building works including water ingress rectification. It is now impossible to undertake patch repairs on waterproof membranes, which means that failed balconies must be entirely redone. We have engaged Landlay Consulting Group Pty Ltd to prepare a remedial building specification and tender documents, administer the tender process, prepare contracts, and supervize the necessary rectification. Present indications are that both penthouse balconies will have to be redone along with some on Level 9, and several doorsets replaced. Affected owners have been very patient, in some cases waiting many years. The costs are not yet known, but likely to exceed $1.2M. Rather than including an unknown figure in this year's budget, the committee decided the best course was to finalize and approve this year's budget, and inform owners that an EGM will be called in the coming months to approve a special levy when all details are known. If the process is smooth, we would expect rectification works to take six to nine months to complete, with the earliest possible commencement of August 2023.

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Stephen Neil
STRATA TITLE MANAGEMENT

Dated: 27 March 2023

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STRATA TITLE MANAGEMENT

MINUTES OF
EXTRAORDINARY GENERAL MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date: 2 March 2023

Time: 04:00 PM

Venue: Online only

Prepared by: Stephen Neil
Phone: (02)95404199 Fax:
Postal Address: PO Box 56, Sutherland, 1499
Email: reception@stratatitle.com.au

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CENTRAL
SYDNEY NORTH
SYDNEY SOUTH
WOLLONGONG
BALLINA
TWEED HEADS

ABN 43 119 665 762
PO Box 56
Sutherland NSW 1499
t. +61 2 9266 2600
www.stratatitle.com.au

MINUTES OF EXTRAORDINARY GENERAL MEETING OF THE OWNERS CORPORATION – 50785

MINUTES OF BUSINESS dealt with at the Extraordinary General Meeting of the Owners - Strata Plan No 50785
Held on 2 March 2023
At
Online only
Commenced at 04:00 PM

PRESENT BY ELECTRONIC VOTING: S Trovato & N Trovato (Lot 4), G Rennie & S Rennie (Lot 7), K Farrell & M Peoples (Lot 9) P & G Theophanous (Lot 11), C Knowles (Lot 15), G King & D Francis (Lot 17), D De Souza (Lot 18), G Fitzgerald & E Fitzgerald (Lot 22), D Gittus & D Gittus (Lot 29), D Oliver (Lot 30), C Opperman & L Opperman (Lot 31), D & K Young (Lot 35), J Phillpott & C Routsios (Lot 36), G Garvan (Lot 37), B Szumara & Z Sator (Lot 38), J Margetts & L Margetts (Lot 41), J Jordan (Lot 43), J Harper (Lot 46), I Celarc & L Celarc (Lot 49), C Beebe (Lot 54), K O'Shae (Lot56), G Schuberg and P Schuberg (Lot 58), R Thomson & C Thomson (Lot 59), F Seddon (Lot 60), M Callachor (Lot 63), R Gower (Lot 64), R Cavanagh (Lot 78), R Gower (Lot 80), B Gale & J Gale (Lot 82), D Gourley & L Gourley (Lot 83), J Farlow (Lot 91), S Sandeberg (Lot 95), E Macdonald (97), G Testa (Lot 98), M William & L Dennes (Lot 101), A Duncan & L Duncan (Lot 103), E Korbel (Lot 104)

IN ATTENDANCE: Stephen Neil (Strata Title Management)

CHAIRPERSON: *Stephen Neil (Strata Title Management) by invitation.*

THERE BEING A QUORUM PRESENT THE CHAIRMAN DECLARED THE MEETING OPEN AT 4 PM.

Motion 1.	***Minutes***	***Ordinary Resolution***
RESOLVED that the minutes of the previous General Meeting be confirmed as a true and accurate account of the proceedings at that meeting.		

Motion 2.	***Repeal Special By-Law 135 – Lot 4 (Shop 2) Equipment***	***Ordinary Resolution***
THAT The Owners – Strata Plan 50785 SPECIALLY RESOLVES pursuant to Section 141 of the Strata Schemes Management Act 2015 to repeal current **Special By-Law 135 - Lot 4 (Shop 2) Equipment**, and lodge notification of the changes to the by-laws with the Registrar General's Office. **TOTAL UE VOTES FOR: 34** **TOTAL UE VOTES AGAINST: 1** **TOTAL UE VOTES ABSTAINED: 3** **TOTAL VOTES COUNTED: 38** **MOTION CARRIED**		

Motion 3.	***Special By-Law 135 - Lot 4 (Shop 2) Equipment***	***Ordinary Resolution***
THAT, subject to motion 2 passing (repeal of Special by-law 135), THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 135 – Lot 4 (Shop 2) Major Work, permitting the specified work to be undertaken in Lot 4 (Shop 2), on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office. **TOTAL UE VOTES FOR: 33** **TOTAL UE VOTES AGAINST: 2** **TOTAL UE VOTES ABSTAINED: 3** **TOTAL VOTES COUNTED: 38** **MOTION CARRIED**		

Motion 4.	***Special By-Law 140 - Lot 15 (Unit A7) Major Work***	***Ordinary Resolution***
THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 140 – Lot 15 (Unit A7) Major Work, permitting the specified work to be undertaken in Residential Lot 15 on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office. **TOTAL UE VOTES FOR: 38** **TOTAL UE VOTES AGAINST: 0** **TOTAL UE VOTES ABSTAINED: 0** **TOTAL VOTES COUNTED: 38** **MOTION CARRIED**		

Motion 5.	***Special By-Law 141 - Lot 85 (Unit C57) Major Work***	***Ordinary Resolution***
THAT the Owners Corporation SPECIALLY RESOLVES pursuant to section 141 of the Strata Schemes Management Act 2015 THAT an additional by-law be made, Special By-Law 141 – Lot 85 (Unit C57) Major Work, permitting the specified work to be undertaken in Residential Lot 74 on the terms attached to the notice of this meeting, and that notification of the by-law be lodged for registration at the Registrar General's Office. **TOTAL UE VOTES FOR: 37** **TOTAL UE VOTES AGAINST: 0** **TOTAL UE VOTES ABSTAINED: 1** **TOTAL VOTES COUNTED: 38** **MOTION CARRIED**		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 4:30 PM



Stephen Neil
STRATA TITLE MANAGEMENT
Dated: 2 March 2023

2023/24 Water Ingress excluding $ figures for C76 + C77 Unit Specific GSTE as at 23/3/2023

UNIT	$'s est 2022/23	$'s paid 2023/24	Accrued	COMMENTS
A12	$75,000			KASE $67,656.
C26	$19,150		-$850	Wrightson $4,480 for investigation, and then rectification
C55	**$0**			**COMPLETED except for frozen lock to be fixed**
C69	$54,346		-$5,645	Estimate only + $? compensation for damaged flooring. Attempts to id problem
C70	**$0**			**COMPLETED but issues !**
C71	$70,000			Wrightson $64,380. Start early 2023
C72	$55,000			Wrightson $48,830. Start early 2023
C76	$0			KASE $18,176 + $41,075. Scope of Works to be revised
C77	$0			KASE have quoted $43,244. Scope of Works to be revised
TOTAL	**$273,496**	**$0**	**-$6,495**	

Matthew Faulkner
ACCOUNTANCY PTY LTD

0438 116 374 • 02 4294 2296
matt@mattfaulkner.accountants • ABN: 64 602 775 771
Shop 4, 20 Walker Street, Helensburgh, NSW 2508

Independent Auditor's Report to the Owners of Strata Plan 50785 for the year ended 28 February 2023

Opinion

We have audited the financial report of Strata Plan 50785, which comprises a 28 February 2023 balance sheet, the income and expenditure statements for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial reports presents fairly, in all material respects, the financial position of Strata Plan 50785 as at 28 February 2023 and its financial performance for the year then ended in accordance with the accounting policies described in the Notes and the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the section 'Auditor's Responsibilities for the Audit of the Financial Report.

We are independent of the Plan in accordance with APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to the notes to the financial report, which describes the basis of accounting. The financial report has been prepared for the distribution to the Owners for the purpose of fulfilling the Owners Corporation's financial reporting responsibilities under Sections 92 and 93 of the Strata Schemes Management Act 2015. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of the Owners Corporation for the Financial Report

The Owners Corporation (the OC) is responsible for the preparation and fair presentation of the financial report in accordance with the accounting policies described in the Notes and has determined that they are appropriate to meet the financial reporting requirements of S92 and S93 of the Strata Schemes Management Act 2015 as well as being appropriate to meet the needs of the Owners. As a result, the financial report may not be suitable for another purpose.

The OC's responsibility also includes such internal control as the OC is necessary to enable the preparation and fair presentation of a financial report that is free from material misstatement, due to fraud or error.

In preparing the financial report, the OC is responsible for assessing the Plan's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless the OC either intends to liquidate the Plan or to cease operations, or has no realistic alternative but to do so. Those charged with governance are responsible for overseeing the Plans financial reporting process.

CPA
Liability limited by a scheme approved under Professional Standards Legislation

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance; but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of this of this financial report.

As part of an audit in accordance with Australian Auditing Standards, we exercise the professional judgment and maintain professional skepticism throughout the audit. We also;

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Matthew Faulkner FCPA
Director

13 March 2023

STRATA PLAN 50785

NOTES TO AND FORMING PART OF THE ACCOUNTS

FOR THE YEAR ENDED 28 FEBRUARY 2023

NOTE 1 – Accounting policies

This is not a general purpose financial report. It is a special purpose report prepared for the Owners of the Plan to enable compliance with the requirement of Section 92 of the Strata Schemes Management Act 2015 as amended, to prepare financial statements.

As the Plan is not a Reporting Entity, there is no requirement to prepare accounts in accordance with Statements of Accounting Concept 1 and Australian Accounting Standards.

The accounts have been prepared in accordance with the historical cost convention and have not been adjusted for changes in the general purchasing power of money and for changes in the price of specific assets.

The accounts have been prepared on a going concern basis.

NOTE 2 – Income & expenses

Levies are brought to account as income when the levy is due and payable. Any other income and all expenditure is accounted for on a cash basis and is brought to account when the income is received or the expense paid, except where otherwise stated.

NOTE 3 – Income tax

Assessable income as defined in Tax Ruling TR 2015/3 is taxable at a rate of 30%. Plans do not trade and are not Small Business Entities. Mutual income such as levies are not taxable. Income tax expense accounts may include tax instalments for years yet to be lodged or assessed. Assessable income received by the plan in respect of common property is taxable in the hands of individual owners. Land Tax is also a personal responsibility.

NOTE 4 – Insurance commission

The amount of commission received (if applicable) is reflected on each successful quote. Such commission does not affect the premium in any way and is disclosed in the management agency agreement.

NOTE 5 – Receivables other

Receivables other are amounts due from Opperman Electrical Services.

NOTE 6 – Accrued expenses

Amounts have been accrued for General Replacement ($21,124), Cleaning ($11,337), Consultants ($2,932), Gas ($1,694), Fire Protection ($1,574), Plumbing & Drainage ($974), Compactor ($791) and Sundry ($272).



Strata Plan No. 50785

1 McDonald Street Cronulla 2230

BALANCE SHEET

AS AT 28 FEBRUARY 2023

	ACTUAL 28/02/2023	ACTUAL 28/02/2022
OWNERS FUNDS		
Administrative Fund	192,093.93	133,329.96
Capital Works Fund	931,172.01	817,138.93
TOTAL	**$ 1,123,265.94**	**$ 950,468.89**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	479,307.29	254,121.25
Investment #1-Admin	56,168.79	55,659.41
Investments # 1-Capital Works	405,436.64	400,000.00
Investments # 2-Capital Works	206,951.75	451,886.02
Investments # 3-Capital Works	825.72	799.17
Investments # 4-Capital Works	250,000.00	0.00
Receivables - Other	995.50	0.00
Levies In Arrears	3,169.42	7,365.60
Other Arrears	2,553.95	2,463.48
Interest On Overdue Levies	217.21	0.00
Prepaid Expenses	0.00	733.70
TOTAL ASSETS	**1,405,626.27**	**1,173,028.63**
LIABILITIES		
Gst Clearing Account	(12,653.07)	(21,993.10)
Payg Clearing Account	904.86	(184.88)
Accrued Expenses	40,696.23	1,113.75
Deposits Received--Unknown	84.00	84.00
Next Year Discounts	(26,821.59)	(25,610.09)
Levies In Advance	277,180.29	269,150.06
Costs Pursuant To By- Laws	2,969.61	0.00
TOTAL LIABILITIES	**282,360.33**	**222,559.74**
NET ASSETS	**$ 1,123,265.94**	**$ 950,468.89**

MATTHEW FAULKNER ACCOUNTANCY PTY LTD
Common Seal
ACN 602 775 771

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2022 TO 28 FEBRUARY 2023

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	ACTUAL 01/03/21-28/02/22
ADMINISTRATIVE FUND			
INCOME			
Admin Levy Income	666,666.92	666,667.00	666,666.88
Admin Levy Income Discount	(61,655.26)	(66,667.00)	(60,606.89)
Interest-Investments	350.24	0.00	90.96
Exclusive Use	36,731.82	36,000.00	17,650.24
Interest On Overdue Levies	248.85	0.00	0.00
Insurance Claims Sp	0.00	0.00	7,172.45
Key Deposits	3,152.73	2,300.00	2,604.72
Recovery--Owner	512.87	0.00	0.00
Rental Income	11,246.70	11,000.00	10,711.15
Strata Roll Inspection Fees	180.50	0.00	0.00
TOTAL ADMIN FUND INCOME	**657,435.37**	**649,300.00**	**644,289.51**
EXPENDITURE - ADMIN FUND			
Accounting	4,168.10	4,500.00	4,481.64
Audit And Taxation Services	2,360.03	2,500.00	2,081.85
Bank Charges	0.00	50.00	28.57
Bank Charges-Bpay	(109.86)	0.00	0.00
Consultants	23,340.00	35,000.00	21,173.86
Debt Collection Fees	110.00	0.00	(55.01)
Insurance-Excesses	0.00	10,000.00	10,473.00
Insurance-Premiums	109,433.51	105,000.00	86,349.77
Legal Fees	2,214.35	10,000.00	1,193.32
Maint-Aircon	290.00	15,000.00	13,907.96
Maint-Aircon-Water Treatment	8,372.50	6,000.00	6,003.75
Maint-Cleaning	132,914.73	170,000.00	118,908.00
Maint-Cleaning-Carpet/Furn	2,588.00	2,000.00	0.00
Maint-Cleaning-Other	0.00	2,000.00	0.00
Maint-Compactor	1,910.76	2,500.00	1,140.06
Maint-Doors & Windows	6,033.18	7,000.00	5,460.26
Maint-Electrical	6,283.81	8,000.00	6,823.77
Maint-Electrical Lamps & Tubes	3,695.37	1,000.00	310.50
Maint-Fire Prtcn-Contract	8,538.09	5,000.00	8,984.00
Maint-Fire Prtcn-Monitoring	6,343.49	2,500.00	5,036.54
Maint-Fire Prtcn-Repairs	27,519.91	25,000.00	24,849.84
Maint-Garage Doors	3,690.00	1,000.00	1,372.73

MATTHEW FAULKNER ACCOUNTANCY PTY LTD Common Seal ACN 602 775 771

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2022 TO 28 FEBRUARY 2023

	ACTUAL	BUDGET	ACTUAL
	01/03/22-28/02/23	01/03/22-28/02/23	01/03/21-28/02/22
Maint-General Repairs	10,779.54	25,000.00	12,806.18
Maint-Grease Trap	0.02	1,250.00	0.02
Maint-Gym Equipment	1,238.23	500.00	637.50
Maint-Hot Water Service	1,910.00	2,000.00	1,745.00
Maint-Intercom	0.00	2,000.00	0.00
Maint-Lawns & Gardening	31,167.55	28,000.00	25,725.91
Maint-Lift-Maint Contract	19,168.83	20,000.00	18,501.15
Maint-Lift-Registration Fees	81.00	78.00	78.00
Maint-Lift-Servicing/Repair	0.00	2,000.00	0.00
Maint-Lift-Telephone	275.00	240.00	240.00
Maint-Locks, Keys & Card Keys	0.00	1,000.00	324.73
Maint-Pest/Vermin Control	1,060.00	2,000.00	1,590.00
Maint-Plumbing & Drainage	3,610.91	10,000.00	10,337.27
Maint-Pool Consumables	10,385.23	10,000.00	9,777.44
Maint-Pool Repairs	596.80	3,000.00	1,212.00
Maint-Pumps	3,170.00	6,000.00	5,349.55
Maint-Reimbursements	4,882.39	0.00	0.00
Maint-Security Equipment	9,750.00	5,000.00	4,850.00
Maint-Tv Antenna & Cables	0.00	1,500.00	0.00
Management Fees	20,500.08	20,500.00	20,500.08
Mgmt - Non Routine Services	5,204.54	6,000.00	4,879.78
Oh & S Compliance	0.00	1,000.00	0.00
Mgmt - Print/Postage/General	3,737.50	5,000.00	4,660.30
Search And Certificates	180.50	0.00	80.15
Sundry	2,599.58	4,000.00	3,374.57
Telephone/Email/Fax	1,663.84	2,000.00	1,560.62
Telephone - Mgmt	12.00	200.00	60.00
Trades Compliance	240.00	240.00	240.00
Transfer To Capital Works Fund	0.00	0.00	250,000.00
Utility-Electricity	66,708.20	65,000.00	62,112.68
Utility-Gas	6,558.95	8,000.00	5,996.85
Utility-Rubbish Removal	0.00	200.00	0.00
Utility-Water & Sewerage	43,494.74	45,000.00	41,637.90
TOTAL ADMIN EXPENDITURE	**598,671.40**	**690,758.00**	**806,802.09**
SURPLUS/DEFICIT	**$ 58,763.97**	**$ (41,458.00)**	**$ (162,512.58)**
Opening Admin Balance	133,329.96	133,329.96	295,842.54
ADMINISTRATIVE FUND BALANCE	**$ 192,093.93**	**$ 91,871.96**	**$ 133,329.96**

MATTHEW FAULKNER ACCOUNTANCY PTY LTD Common Seal ACN 602 775 771

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2022 TO 28 FEBRUARY 2023

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	ACTUAL 01/03/21-28/02/22
CAPITAL WORKS FUND			
INCOME			
Capital Works Levy Income	468,000.00	468,000.00	433,333.16
Cw Fund Levy Income Discount	(42,991.74)	(46,800.00)	(39,087.81)
Interest-Investments	10,528.92	5,000.00	1,884.63
Refund--Income Tax	240.60	0.00	18.70
Transfer From Admin Fund	0.00	0.00	250,000.00
TOTAL CAPITAL WORKS INCOME	**435,777.78**	**426,200.00**	**646,148.68**
EXPENDITURE - CAPITAL WORKS			
Income Tax	2,822.74	3,000.00	589.26
General Replacement	318,921.96	966,257.00	617,610.03
TOTAL CAP. WORKS EXPENDITURE	**321,744.70**	**969,257.00**	**618,199.29**
SURPLUS/DEFICIT	**$ 114,033.08**	**$ (543,057.00)**	**$ 27,949.39**
Opening Capital Works Balance	817,138.93	817,138.93	789,189.54
CAPITAL WORKS FUND BALANCE	**$ 931,172.01**	**$ 274,081.93**	**$ 817,138.93**



Strata Plan No. 50785

1 McDonald Street
Cronulla
2230

LOT BALANCE REPORT

28 February 2023

Lot No	Unit No	Administrative Fund	Capital Works Fund	Other	Total
1	R1	-250.00	0.00	563.69	313.69
2	Shop4	-8.98	0.00	263.67	254.69
3	Shop3	-1,741.67	-1,222.65	-1,179.61	-4,143.93
4	Shop2	-1,668.33	-1,171.17	248.69	-2,590.81
5	Shop1	-1,760.00	-1,235.52	0.00	-2,995.52
6	A1	-1,338.33	-939.51	0.00	-2,277.84
7	A2	-1,356.67	-952.38	0.00	-2,309.05
8	A3	-1,356.67	-952.38	0.00	-2,309.05
9	A4	-1,356.67	-952.38	0.00	-2,309.05
10	A5	-1,356.67	-952.38	0.00	-2,309.05
11	A6	-1,338.33	-939.51	0.00	-2,277.84
12	R2	-2,291.67	-1,608.75	497.38	-3,403.04
13	B13	-806.67	-566.28	0.00	-1,372.95
14	B14	306.17	608.23	806.77	1,721.17
15	A7	-1,375.00	-965.25	0.00	-2,340.25
16	A8	-657.86	0.00	0.00	-657.86
17	A9	-1,430.00	-1,003.86	0.00	-2,433.86
18	A10	-1,448.33	-1,016.73	0.00	-2,465.06
19	A11	-1,430.23	-1,003.86	0.00	-2,434.09
20	A12	-1,393.33	-978.12	0.00	-2,371.45
21	R3	-5,188.10	-1,441.44	-1,790.00	-8,419.54
22	B15	-898.33	-630.63	0.00	-1,528.96
23	B16	-916.67	-643.50	0.00	-1,560.17
24	B17	-916.67	-643.50	0.00	-1,560.17
25	B18	-916.67	-643.50	0.00	-1,560.17
29	C1	-1,650.00	-1,158.30	0.00	-2,808.30
30	C2	-971.67	-682.11	0.00	-1,653.78
31	C3	-1,576.67	-1,106.82	0.00	-2,683.49
32	C4	-1,613.33	-1,132.56	0.00	-2,745.89
34	C6	-1,375.00	-965.25	0.00	-2,340.25
35	C7	-1,540.00	-1,081.08	0.00	-2,621.08
36	C8	-1,301.67	-913.77	0.00	-2,215.44
37	C9	-1,503.33	-1,055.34	0.00	-2,558.67
38	C10	-1,081.67	-759.33	0.00	-1,841.00
40	C12	-1,191.67	-836.55	0.00	-2,028.22
41	C13	-1,191.67	-836.55	0.00	-2,028.22
42	C14	-1,283.33	-900.90	0.00	-2,184.23
43	C15	-1,650.00	-1,158.30	0.00	-2,808.30
44	C16	-1,393.33	-978.12	0.00	-2,371.45
45	C17	-1,558.33	-1,093.95	0.00	-2,652.28
46	C18	-1,118.33	-785.07	0.00	-1,903.40
47	C19	-1,210.00	-849.42	0.00	-2,059.42
48	C20	-1,265.00	-888.03	0.00	-2,153.03
49	C21	-1,246.67	-875.16	0.00	-2,121.83
50	C22	-1,375.00	-965.25	0.00	-2,340.25
52	C24	-1,540.00	-1,081.08	0.00	-2,621.08
53	C25	-1,686.67	-1,184.04	0.00	-2,870.71
54	C26	-1,320.00	-926.64	0.00	-2,246.64
55	C27	-1,173.33	-823.68	0.00	-1,997.01

Strata Plan No. 50785

1 McDonald Street
Cronulla
2230

LOT BALANCE REPORT

28 February 2023

Lot No	Unit No	Administrative Fund	Capital Works Fund	Other	Total
56	C28	-1,246.67	-875.16	0.00	-2,121.83
57	C29	-1,173.33	-823.68	0.00	-1,997.01
58	C30	-1,375.00	-965.25	0.00	-2,340.25
59	C31	-2,016.67	-1,415.70	0.00	-3,432.37
60	C32	-1,686.67	-1,184.04	0.00	-2,870.71
61	C33	-1,833.33	-1,287.00	0.00	-3,120.33
62	C34	-1,301.67	-913.77	0.00	-2,215.44
63	C35	-1,210.00	-849.42	0.00	-2,059.42
64	C36	-1,283.33	-900.90	0.00	-2,184.23
65	C37	-1,320.00	-926.64	0.00	-2,246.64
66	C38	-1,613.33	-989.17	10.47	-2,592.03
67	C39	-2,108.33	-1,480.05	0.00	-3,588.38
68	C40	-1,760.00	-1,235.52	0.00	-2,995.52
69	C41	-1,925.00	-1,351.35	18.50	-3,257.85
71	C43	-1,320.00	-926.64	0.00	-2,246.64
72	C44	-1,338.33	-939.51	0.00	-2,277.84
73	C45	-1,436.89	-952.38	0.00	-2,389.27
74	C46	-1,650.00	-1,158.30	0.00	-2,808.30
76	C48	-2,126.67	-1,492.92	0.00	-3,619.59
77	C49	-2,108.33	-1,480.05	0.00	-3,588.38
78	C50	-1,650.00	-1,158.30	0.00	-2,808.30
79	C51	-1,356.67	-952.38	0.00	-2,309.05
80	C52	-1,301.67	-913.77	0.00	-2,215.44
81	C53	-1,411.67	-990.99	0.00	-2,402.66
82	C54	-1,741.67	-1,222.65	0.00	-2,964.32
83	C55	-2,475.00	-1,737.45	0.00	-4,212.45
84	C56	-6,209.07	-1,660.23	0.00	-7,869.30
85	C57	-2,621.67	-1,840.41	0.00	-4,462.08
86	C58	-1,833.33	-1,287.00	0.00	-3,120.33
87	C59	-1,576.67	-1,106.82	0.00	-2,683.49
88	C60	-1,576.67	-1,106.82	0.00	-2,683.49
89	C61	0.00	2,255.02	282.76	2,537.78
90	C62	-2,841.67	-1,994.85	0.00	-4,836.52
93	C65	-2,823.34	-1,981.98	0.00	-4,805.32
94	C66	-2,585.00	-1,814.67	0.00	-4,399.67
95	C67	-2,585.00	-1,814.67	0.00	-4,399.67
96	C68	-2,768.64	-1,943.37	0.00	-4,712.01
97	C69	-3,025.00	-2,123.55	0.00	-5,148.55
98	C70	-2,676.67	-1,879.02	0.00	-4,555.69
99	C71	-3,025.00	-2,123.55	0.00	-5,148.55
101	C73	-2,621.67	-1,840.41	0.00	-4,462.08
102	C74	-2,621.67	-1,840.41	0.00	-4,462.08
103	C75	-2,951.67	-2,072.07	0.00	-5,023.74
104	C76	-6,930.01	-4,864.86	0.00	-11,794.87
105	C77	-7,168.34	-5,032.17	79.23	-12,121.28
Total		**($165,923.67)**	**($108,087.20)**	**($198.45)**	**($274,209.32)**

MATTHEW FAULKNER ACCOUNTANCY PTY LTD
Common Seal
ACN 602 775 771

Strata Plan No. 50785

1 McDonald Street
Cronulla
2230

INSURANCE DETAILS

28 February 2023

Type	Insurer	Policy No	Sum Insured	Due Date
BUILDING	Chu Underwriting Agency P/L	HU0000022536	104,250,000	11/12/23
CATASTROPHE COVER	Chu Underwriting Agency P/L	HU0000022536	15,637,500	11/12/23
COMMON AREA	Chu Underwriting Agency P/L	HU0000022536	1,042,500	11/12/23
INTERNAL PAINT-LOTS	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/23
FIDELITY GUARANTEE	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/23
FLOOD COVER	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/23
LEGAL DEFENCE	Chu Underwriting Agency P/L	HU0000022536	50,000	11/12/23
MACHINERY	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/23
OFFICE BEARERS	Chu Underwriting Agency P/L	HU0000022536	10,000,000	11/12/23
PUBLIC LIABILITY	Chu Underwriting Agency P/L	HU0000022536	20,000,000	11/12/23
FLOATING	Chu Underwriting Agency P/L	HU0000022536	Insured	11/12/23
VOLUNTARY WORKERS	Chu Underwriting Agency P/L	HU0000022536	200,000	11/12/23
W H & S BREACHES	Chu Underwriting Agency P/L	HU0000022536	100,000	11/12/23
GOVT AUDIT COSTS	Chu Underwriting Agency P/L	HU0000022536	25,000	11/12/23
LOSS RENT/TEMP	Chu Underwriting Agency P/L	HU0000022536	15,637,500	11/12/23
OWNERS	Chu Underwriting Agency P/L	HU0000022536	250,000 (per	11/12/23

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	BUDGET 01/03/23-28/02/24
ADMINISTRATIVE FUND			
INCOME			
Admin Levy Income	666,666.92	666,667.00	666,667.00
Admin Levy Income Discount	(61,655.26)	(66,667.00)	(66,667.00)
Interest-Investments	350.24	0.00	0.00
Exclusive Use	36,731.82	36,000.00	37,500.00
Interest On Overdue Levies	248.85	0.00	0.00
Key Deposits	3,152.73	2,300.00	0.00
Recovery--Owner	512.87	0.00	0.00
Rental Income	11,246.70	11,000.00	11,750.00
Strata Roll Inspection Fees	180.50	0.00	0.00
TOTAL ADMIN FUND INCOME	**657,435.37**	**649,300.00**	**649,250.00**
EXPENDITURE - ADMIN FUND			
Accounting	4,168.10	4,500.00	4,500.00
Audit And Taxation Services	2,360.03	2,500.00	2,500.00
Bank Charges	0.00	50.00	50.00
Bank Charges-Bpay	(109.86)	0.00	0.00
Consultants	23,340.00	35,000.00	35,000.00
Debt Collection Fees	110.00	0.00	0.00
Insurance-Excesses	0.00	10,000.00	10,000.00
Insurance-Premiums	109,433.51	105,000.00	130,000.00
Legal Fees	2,214.35	10,000.00	10,000.00
Maint-Aircon	290.00	15,000.00	1,000.00
Maint-Aircon-Water Treatment	8,372.50	6,000.00	10,000.00
Maint-Cleaning	132,914.73	170,000.00	130,000.00
Maint-Cleaning-Carpet/Furn	2,588.00	2,000.00	3,000.00
Maint-Cleaning-Other	0.00	2,000.00	2,000.00
Maint-Compactor	1,910.76	2,500.00	2,500.00
Maint-Doors & Windows	6,033.18	7,000.00	7,000.00
Maint-Electrical	6,283.81	8,000.00	8,000.00
Maint-Electrical Lamps & Tubes	3,695.37	1,000.00	4,000.00
Maint-Fire Prtcn-Contract	8,538.09	5,000.00	9,500.00
Maint-Fire Prtcn-Monitoring	6,343.49	2,500.00	7,500.00
Maint-Fire Prtcn-Repairs	27,519.91	25,000.00	30,000.00
Maint-Garage Doors	3,690.00	1,000.00	4,000.00
Maint-General Repairs	10,779.54	25,000.00	15,000.00

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

PROFESSIONAL STRATA MANAGER

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+61 2 9266 2600
PO Box 56, Sutherland NSW 1499
STRATATITLE.COM.AU

Liability limited by a scheme approved under Professional Standards Legislation

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	BUDGET 01/03/23-28/02/24
Maint-Grease Trap	0.02	1,250.00	0.00
Maint-Gym Equipment	1,238.23	500.00	2,000.00
Maint-Hot Water Service	1,910.00	2,000.00	2,000.00
Maint-Intercom	0.00	2,000.00	1,000.00
Maint-Lawns & Gardening	31,167.55	28,000.00	32,000.00
Maint-Lift-Maint Contract	19,168.83	20,000.00	20,000.00
Maint-Lift-Registration Fees	81.00	78.00	100.00
Maint-Lift-Servicing/Repair	0.00	2,000.00	2,000.00
Maint-Lift-Telephone	275.00	240.00	300.00
Maint-Locks, Keys & Card Keys	0.00	1,000.00	1,000.00
Maint-Pest/Vermin Control	1,060.00	2,000.00	2,000.00
Maint-Plumbing & Drainage	3,610.91	10,000.00	7,000.00
Maint-Pool Consumables	10,385.23	10,000.00	11,000.00
Maint-Pool Repairs	596.80	3,000.00	1,500.00
Maint-Pumps	3,170.00	6,000.00	6,000.00
Maint-Reimbursements	4,882.39	0.00	0.00
Maint-Security Equipment	9,750.00	5,000.00	10,000.00
Maint-Tv Antenna & Cables	0.00	1,500.00	1,500.00
Management Fees	20,500.08	20,500.00	21,500.00
Mgmt - Non Routine Services	5,204.54	6,000.00	6,000.00
Oh & S Compliance	0.00	1,000.00	1,000.00
Mgmt - Print/Postage/General	3,737.50	5,000.00	4,000.00
Search And Certificates	180.50	0.00	0.00
Sundry	2,599.58	4,000.00	3,000.00
Telephone/Email/Fax	1,663.84	2,000.00	2,000.00
Telephone - Mgmt	12.00	200.00	50.00
Trades Compliance	240.00	240.00	240.00
Utility-Electricity	66,708.20	65,000.00	110,000.00
Utility-Gas	6,558.95	8,000.00	9,000.00
Utility-Rubbish Removal	0.00	200.00	200.00
Utility-Water & Sewerage	43,494.74	45,000.00	50,000.00
TOTAL ADMIN EXPENDITURE	**598,671.40**	**690,758.00**	**731,940.00**
SURPLUS/DEFICIT	**$ 58,763.97**	**$ (41,458.00)**	**$ (82,690.00)**
Opening Admin Balance	133,329.96	133,329.96	192,093.93
ADMINISTRATIVE FUND BALANCE	**$ 192,093.93**	**$ 91,871.96**	**$ 109,403.93**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

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Liability limited by a scheme approved
under Professional Standards Legislation

Strata Plan No. 50785

1 McDonald Street Cronulla 2230

PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	BUDGET 01/03/23-28/02/24
AMOUNT PER UNIT OF ENTITLEMENT:	$	66.6667000	$ 66.6667000
DISCOUNT PER UNIT OF ENTITLEMENT:	$	6.6667000	$ 6.6667000
NET PER UNIT OF ENTITLEMENT:	$	60.0000000	$ 60.0000000

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PROPOSED ANNUAL BUDGET

	ACTUAL 01/03/22-28/02/23	BUDGET 01/03/22-28/02/23	BUDGET 01/03/23-28/02/24
CAPITAL WORKS FUND			
INCOME			
Capital Works Levy Income	468,000.00	468,000.00	523,566.00
Cw Fund Levy Income Discount	(42,991.74)	(46,800.00)	(52,356.00)
Interest-Investments	10,528.92	5,000.00	10,000.00
Refund--Income Tax	240.60	0.00	3,500.00
TOTAL CAPITAL WORKS INCOME	**435,777.78**	**426,200.00**	**484,710.00**
EXPENDITURE - CAPITAL WORKS			
Income Tax	2,822.74	3,000.00	0.00
General Replacement	318,921.96	966,257.00	903,496.00
TOTAL CAP. WORKS EXPENDITURE	**321,744.70**	**969,257.00**	**903,496.00**
SURPLUS/DEFICIT	**$ 114,033.08**	**$ (543,057.00)**	**$ (418,786.00)**
Opening Capital Works Balance	817,138.93	817,138.93	931,172.01
CAPITAL WORKS FUND BALANCE	**$ 931,172.01**	**$ 274,081.93**	**$ 512,386.01**
NUMBER OF UNITS OF ENTITLEMENT:		10,000	10,000
AMOUNT PER UNIT OF ENTITLEMENT:		$ 46.8000000	$ 52.3566000
DISCOUNT PER UNIT OF ENTITLEMENT:		$ 4.6800000	$ 5.2356000
NET PER UNIT OF ENTITLEMENT:		$ 42.1200000	$ 47.1210000

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PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

Liability limited by a scheme approved under Professional Standards Legislation

Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
1	R1	78	1,430.00	143.00	1,287.00	1,123.05	112.30	1,010.75	2,297.75
2	Shop4	85	1,558.33	155.83	1,402.50	1,223.84	122.38	1,101.46	2,503.96
3	Shop3	95	1,741.67	174.17	1,567.50	1,367.82	136.78	1,231.04	2,798.54
4	Shop2	91	1,668.33	166.83	1,501.50	1,310.22	131.02	1,179.20	2,680.70
5	Shop1	96	1,760.00	176.00	1,584.00	1,382.21	138.22	1,243.99	2,827.99
6	A1	73	1,338.33	133.83	1,204.50	1,051.06	105.10	945.96	2,150.46
7	A2	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
8	A3	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
9	A4	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
10	A5	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
11	A6	73	1,338.33	133.83	1,204.50	1,051.06	105.10	945.96	2,150.46
12	R2	125	2,291.67	229.17	2,062.50	1,799.76	179.97	1,619.79	3,682.29
13	B13	44	806.67	80.67	726.00	633.51	63.35	570.16	1,296.16
14	B14	44	806.67	80.67	726.00	633.51	63.35	570.16	1,296.16
15	A7	75	1,375.00	137.50	1,237.50	1,079.85	107.98	971.87	2,209.37
16	A8	78	1,430.00	143.00	1,287.00	1,123.05	112.30	1,010.75	2,297.75
17	A9	78	1,430.00	143.00	1,287.00	1,123.05	112.30	1,010.75	2,297.75
18	A10	79	1,448.33	144.83	1,303.50	1,137.45	113.74	1,023.71	2,327.21
19	A11	78	1,430.00	143.00	1,287.00	1,123.05	112.30	1,010.75	2,297.75
20	A12	76	1,393.33	139.33	1,254.00	1,094.25	109.42	984.83	2,238.83
21	R3	112	2,053.33	205.33	1,848.00	1,612.58	161.26	1,451.32	3,299.32
22	B15	49	898.33	89.83	808.50	705.51	70.55	634.96	1,443.46
23	B16	50	916.67	91.67	825.00	719.90	71.99	647.91	1,472.91
24	B17	50	916.67	91.67	825.00	719.90	71.99	647.91	1,472.91
25	B18	50	916.67	91.67	825.00	719.90	71.99	647.91	1,472.91
26	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	C1	90	1,650.00	165.00	1,485.00	1,295.83	129.58	1,166.25	2,651.25
30	C2	53	971.67	97.17	874.50	763.10	76.31	686.79	1,561.29
31	C3	86	1,576.67	157.67	1,419.00	1,238.23	123.82	1,114.41	2,533.41
32	C4	88	1,613.33	161.33	1,452.00	1,267.03	126.70	1,140.33	2,592.33
33	C5	81	1,485.00	148.50	1,336.50	1,166.24	116.62	1,049.62	2,386.12
34	C6	75	1,375.00	137.50	1,237.50	1,079.85	107.98	971.87	2,209.37
35	C7	84	1,540.00	154.00	1,386.00	1,209.44	120.94	1,088.50	2,474.50
36	C8	71	1,301.67	130.17	1,171.50	1,022.26	102.23	920.03	2,091.53
37	C9	82	1,503.33	150.33	1,353.00	1,180.64	118.06	1,062.58	2,415.58
38	C10	59	1,081.67	108.17	973.50	849.49	84.95	764.54	1,738.04
39	C11	60	1,100.00	110.00	990.00	863.88	86.39	777.49	1,767.49
40	C12	65	1,191.67	119.17	1,072.50	935.87	93.59	842.28	1,914.78
41	C13	65	1,191.67	119.17	1,072.50	935.87	93.59	842.28	1,914.78
42	C14	70	1,283.33	128.33	1,155.00	1,007.86	100.79	907.07	2,062.07
43	C15	90	1,650.00	165.00	1,485.00	1,295.83	129.58	1,166.25	2,651.25
44	C16	76	1,393.33	139.33	1,254.00	1,094.25	109.42	984.83	2,238.83
45	C17	85	1,558.33	155.83	1,402.50	1,223.84	122.38	1,101.46	2,503.96
46	C18	61	1,118.33	111.83	1,006.50	878.28	87.83	790.45	1,796.95
47	C19	66	1,210.00	121.00	1,089.00	950.27	95.03	855.24	1,944.24
Totals:			**$60,170.01**	**$6,017.01**	**$54,153.00**	**$47,254.43**	**$4,725.34**	**$42,529.09**	**$96,682.09**

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CBD
NORTHERN SYDNEY
SOUTHERN SYDNEY
WOLLONGONG

ABN 43 119 665 762, ABN 16 121 980 103
+61 2 9266 2600
PO Box 56, Sutherland NSW 1499
STRATATITLE.COM.AU

PROFESSIONAL STRATA MANAGER
Strata Community Association (NSW)

Liability limited by a scheme approved under Professional Standards Legislation

Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
48	C20	69	1,265.00	126.50	1,138.50	993.47	99.35	894.12	2,032.62
49	C21	68	1,246.67	124.67	1,122.00	979.07	97.91	881.16	2,003.16
50	C22	75	1,375.00	137.50	1,237.50	1,079.85	107.98	971.87	2,209.37
51	C23	100	1,833.33	183.33	1,650.00	1,439.81	143.98	1,295.83	2,945.83
52	C24	84	1,540.00	154.00	1,386.00	1,209.44	120.94	1,088.50	2,474.50
53	C25	92	1,686.67	168.67	1,518.00	1,324.62	132.46	1,192.16	2,710.16
54	C26	72	1,320.00	132.00	1,188.00	1,036.66	103.66	933.00	2,121.00
55	C27	64	1,173.33	117.33	1,056.00	921.48	92.15	829.33	1,885.33
56	C28	68	1,246.67	124.67	1,122.00	979.07	97.91	881.16	2,003.16
57	C29	64	1,173.33	117.33	1,056.00	921.48	92.15	829.33	1,885.33
58	C30	75	1,375.00	137.50	1,237.50	1,079.85	107.98	971.87	2,209.37
59	C31	110	2,016.67	201.67	1,815.00	1,583.79	158.38	1,425.41	3,240.41
60	C32	92	1,686.67	168.67	1,518.00	1,324.62	132.46	1,192.16	2,710.16
61	C33	100	1,833.33	183.33	1,650.00	1,439.81	143.98	1,295.83	2,945.83
62	C34	71	1,301.67	130.17	1,171.50	1,022.26	102.23	920.03	2,091.53
63	C35	66	1,210.00	121.00	1,089.00	950.27	95.03	855.24	1,944.24
64	C36	70	1,283.33	128.33	1,155.00	1,007.86	100.79	907.07	2,062.07
65	C37	72	1,320.00	132.00	1,188.00	1,036.66	103.66	933.00	2,121.00
66	C38	88	1,613.33	161.33	1,452.00	1,267.03	126.70	1,140.33	2,592.33
67	C39	115	2,108.33	210.83	1,897.50	1,655.78	165.58	1,490.20	3,387.70
68	C40	96	1,760.00	176.00	1,584.00	1,382.21	138.22	1,243.99	2,827.99
69	C41	105	1,925.00	192.50	1,732.50	1,511.80	151.18	1,360.62	3,093.12
70	C42	76	1,393.33	139.33	1,254.00	1,094.25	109.42	984.83	2,238.83
71	C43	72	1,320.00	132.00	1,188.00	1,036.66	103.66	933.00	2,121.00
72	C44	73	1,338.33	133.83	1,204.50	1,051.06	105.10	945.96	2,150.46
73	C45	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
74	C46	90	1,650.00	165.00	1,485.00	1,295.83	129.58	1,166.25	2,651.25
75	C47	120	2,200.00	220.00	1,980.00	1,727.77	172.77	1,555.00	3,535.00
76	C48	116	2,126.67	212.67	1,914.00	1,670.18	167.02	1,503.16	3,417.16
77	C49	115	2,108.33	210.83	1,897.50	1,655.78	165.58	1,490.20	3,387.70
78	C50	90	1,650.00	165.00	1,485.00	1,295.83	129.58	1,166.25	2,651.25
79	C51	74	1,356.67	135.67	1,221.00	1,065.46	106.54	958.92	2,179.92
80	C52	71	1,301.67	130.17	1,171.50	1,022.26	102.23	920.03	2,091.53
81	C53	77	1,411.67	141.17	1,270.50	1,108.65	110.86	997.79	2,268.29
82	C54	95	1,741.67	174.17	1,567.50	1,367.82	136.78	1,231.04	2,798.54
83	C55	135	2,475.00	247.50	2,227.50	1,943.74	194.37	1,749.37	3,976.87
84	C56	129	2,365.00	236.50	2,128.50	1,857.35	185.73	1,671.62	3,800.12
85	C57	143	2,621.67	262.17	2,359.50	2,058.92	205.89	1,853.03	4,212.53
86	C58	100	1,833.33	183.33	1,650.00	1,439.81	143.98	1,295.83	2,945.83
87	C59	86	1,576.67	157.67	1,419.00	1,238.23	123.82	1,114.41	2,533.41
88	C60	86	1,576.67	157.67	1,419.00	1,238.23	123.82	1,114.41	2,533.41
89	C61	198	3,630.00	363.00	3,267.00	2,850.82	285.08	2,565.74	5,832.74
90	C62	155	2,841.67	284.17	2,557.50	2,231.70	223.17	2,008.53	4,566.03
91	C63	138	2,530.00	253.00	2,277.00	1,986.93	198.69	1,788.24	4,065.24
92	C64	155	2,841.67	284.17	2,557.50	2,231.70	223.17	2,008.53	4,566.03
93	C65	154	2,823.33	282.33	2,541.00	2,217.30	221.73	1,995.57	4,536.57
94	C66	141	2,585.00	258.50	2,326.50	2,030.13	203.01	1,827.12	4,153.62
	Totals:		**$144,118.36**	**$14,411.86**	**$129,706.50**	**$113,183.19**	**$11,318.14**	**$101,865.05**	**$231,571.55**

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STRATA TITLE MANAGEMENT

SYDNEY CBD
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+61 2 9266 2600
PO Box 56, Sutherland NSW 1499
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Liability limited by a scheme approved
under Professional Standards Legislation

Strata Plan No. 50785

LOT BUDGET SUMMARY

28/02/2024

If the foregoing budget is adopted levies (including GST) for the specified period payable quarterly will be as follows:

			Administrative Fund			Capital Works Fund			
Lot No	Unit No	Entitlement	Gross	Discount	Net	Gross	Discount	Net	Net Total
95	C67	141	2,585.00	258.50	2,326.50	2,030.13	203.01	1,827.12	4,153.62
96	C68	151	2,768.33	276.83	2,491.50	2,174.11	217.41	1,956.70	4,448.20
97	C69	165	3,025.00	302.50	2,722.50	2,375.68	237.57	2,138.11	4,860.61
98	C70	146	2,676.67	267.67	2,409.00	2,102.12	210.21	1,891.91	4,300.91
99	C71	165	3,025.00	302.50	2,722.50	2,375.68	237.57	2,138.11	4,860.61
100	C72	155	2,841.67	284.17	2,557.50	2,231.70	223.17	2,008.53	4,566.03
101	C73	143	2,621.67	262.17	2,359.50	2,058.92	205.89	1,853.03	4,212.53
102	C74	143	2,621.67	262.17	2,359.50	2,058.92	205.89	1,853.03	4,212.53
103	C75	161	2,951.67	295.17	2,656.50	2,318.09	231.81	2,086.28	4,742.78
104	C76	378	6,930.00	693.00	6,237.00	5,442.47	544.24	4,898.23	11,135.23
105	C77	391	7,168.34	716.84	6,451.50	5,629.64	562.96	5,066.68	11,518.18
	Total		**$183,333.38**	**$18,333.38**	**$165,000.00**	**$143,980.65**	**$14,397.87**	**$129,582.78**	**$294,582.78**

Totals:	**$183,333.38**	**$18,333.38**	**$165,000.00**	**$143,980.65**	**$14,397.87**	**$129,582.78**	**$294,582.78**

Level 33, 101 Miller Street
North Sydney NSW 2060

PO BOX 500, North Sydney NSW 2059

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000022536
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/12/2022 to 11/12/2023 at 4:00pm
The Insured	THE OWNERS - STRATA PLAN 50785 & 52079
Situation	1-3 MCDONALD STREET CRONULLA NSW 2230

Policies Selected

Policy 1 – Insured Property
Building: $104,250,000
Common Area Contents: $1,042,500
Loss of Rent & Temporary Accommodation (total payable): $15,637,500

Policy 2 – Liability to Others
Sum Insured: $20,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $100,000

Policy 6 – Office Bearers' Legal Liability
Sum Insured: $10,000,000

Policy 7 – Machinery Breakdown
Sum Insured: $100,000

Policy 8 – Catastrophe Insurance
Sum Insured: $15,637,500
Extended Cover - Loss of Rent & Temporary Accommodation: $2,345,625
Escalation in Cost of Temporary Accommodation: $781,875
Cost of Removal, Storage and Evacuation: $781,875

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Policy 9 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 09/12/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Financial Services Guide

Authorised Representatives

Strata Title Management

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of the services offered by BCB and our Authorised Representative. It contains information about:

- the financial services BCB and our Authorised Representative can offer you;
- how BCB and our Authorised Representative are remunerated in relation to those services; and
- how you can make a complaint.

About BCB

Body Corporate Brokers Pty Ltd ABN 95 002 809 298 (BCB) holds an Australian Financial Services License (AFSL No.244 529) to provide advice on and deal in general insurance products. We specialise as strata insurance brokers.

BCB is a member of the National Insurance Brokers Association and subscribes to the Insurance Brokers' Code of Practice.

The contact details for BCB and our Authorised Representative are on the last page.

BCB's own insurance policies

We maintain a Professional Indemnity Policy (PI Policy) which satisfies the requirements for compensation arrangements under Section 912B of the Corporations Act 2001 (Cth).

About our Authorised Representative

BCB has appointed your Strata Manager, Residential Manager, Owners Corporation Manager or Body Corporate Manager as an Authorised Representative to act on BCB's behalf (Authorised Representative).

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BCB Strata Insurance Brokers

The Authorised Representative is part of the Smarter Communities Limited ABN 25 065 006 859 (SC) group of companies.

Our services

Our Authorised Representative can assist you to obtain insurance to protect your assets and minimise your liabilities to comply with the Body Corporate, Strata and Community Title laws in your State or Territory.

Our Authorised Representative can give you information and help in arranging or renewing your Strata, Community Title or other related insurance policies.

Our Authorised Representative is authorised to provide **general advice** only. General advice is a recommendation or opinion about an insurance product that does not take into account your objectives, financial situation or needs.

If you need personal advice about your insurance requirements, you should contact BCB.

Personal advice is advice that takes into account any one or more of your objectives, financial situation and needs. We will give you a document setting out our a dvice, the details of remuneration (including commission) and information on any associations or other interests which might reasonably have influenced us in giving our advice.

Our Authorised Representative is not authorised to provide you with Personal Advice under our arrangement with it.

If either BCB or our Authorised Representative offer to arrange a general insurance product for you, we will provide you with a Product Disclosure Statement (PDS). You should carefully read the PDS to decide if the product features suit your objectives, financial situation and needs before making a decision about the insurance product.

Who we act for

BCB acts on your behalf when we advise on and arrange insurance for you. When you ask us to recommend an insurance policy for you, we will only consider the policies offered by the insurers we deal with.

Remuneration and other benefits

BCB is paid commission by insurers when we arrange a general insurance product for you. The amount of the commission is a range from 0% to 20 % of the base premium (excluding government charges) paid by you for the product.

Where our Authorised Representative has referred you, BCB will pass on all of this commission.

BCB charges you a broker fee in addition to the commission received from insurers . This fee is a range from 0% to 15% of the base premium (excluding government charges) and will appear separately on your tax invoice.

Alternatively, if an insurer charges a net premium and no commission is payable, BCB may either increase its remuneration by up to the amount of commission and fee that would normally apply to this insurance or agree a specific fee with you according to the service to be provided.

Where our Authorised Representative has referred you, BCB will pass on up to half of its fees.

The commission or fee applies for each policy issued or renewed.

BCB employees are paid a salary and may earn a bonus or incentives based on achievement of a broad range of the company's goals, including financial targets.

BCB receives interest on our trust account funds comprising premiums received from you and other insureds before they are sent to insurers . BCB may invest the premium. Any interest or return on investment is solely for BCB's benefit.

If you require, BCB can arrange a premium funding quote enabling you to pay your premiums by instalments. Premium funders charge interest. BCB may receive a commission from the premium funder for the introduction in the range of 0% to 4% of the base premium (excluding government charges).

BCB may receive from time to time certain soft dollar (non-monetary) benefits.

You may request particulars of BCB's remuneration (including commission) or other benefits within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you BCB is paid.

Important Relationships

The Authorised Representative's parent company, SC has entered into an agreement with BCB in relation to services provided by BCB to the Authorised Representative. These services are being developed to provide innovative technology solutions and other process efficiencies which will enable the Authorised Representative to deliver smarter insurance solutions for your benefit. Any net profit for BCB arising from these services will be shared 60% to BCB and 40% to SC.

Further details of the remuneration (including commission) or other benefits received by either the Authorised Representative and/or SC in connection with the provision of insurance products are available on request from BCB if this is made within a reasonable time after you are given this FSG and before any financial service identified in this FSG is provided to you.

The Authorised Representative is also an Authorised Representative of CHU Underwriting Agencies Pty Ltd, ABN 18 001 580 070 (CHU).

We are a wholly owned entity of Steadfast Group Limited, ABN 98 073 659 677 (SGL). Some of the insurance intermediaries we deal with may also be Steadfast related entities. We have access to shared services from SGL. These include (but are not exclusive to): model operating procedures, manuals, legal, technical, HR, compliance, IT, sum insured and product comparison tools; specialist insurance cover placement and claims support; group insurance arrangements; and group purchasing arrangements. These services are funded by SGL, subsidised by SGL or SGL receives a fee for them.

Steadfast has exclusive arrangements with some insurers and underwriting agencies (Partners) under which Steadfast will receive a marketing and administration fee between 0.5 – 2.0% for each product arranged by a Steadfast Network Broker with those Partners. Steadfast also has exclusive arrangements with some premium funders under which Steadfast will receive 0.5% marketing and administration fee for each amount funded by Steadfast Network Brokers with those premium funders. Depending on the operating costs of Steadfast (including the costs of services provided by Steadfast to Steadfast Network Brokers) and the amount of total business Steadfast Network Brokers place with participating Partners and premium funders in any financial year, Steadfast Network Brokers may receive a proportion of that marketing and administration fee at the end of each financial year. Steadfast is a shareholder in a number of Steadfast Network Brokers and also a shareholder in some underwriting agencies.

Privacy

We are committed to protecting your privacy. We use the personal information you provide to advise about and assist with your insurance needs. We only provide your personal information to either the insurance companies with which we choose to deal (and their representatives) or as per our Privacy Policy.

You can request details of the personal information we hold about you at any time.

For more details about our Privacy Policy, please ask your BCB Manager.

Complaints and Disputes

What should I do if I have a complaint?

1. Contact BCB and tell BCB about your complaint. BCB will do its best to resolve it quickly.
2. If your complaint is not satisfactorily resolved within 3 business days, please contact our Complaints Officer on 02 9024 3850 or put your complaint in writing and send it to them at:

Complaints Officer
PO BOX 20288, World Square NSW 2002
Or email: complaints@bodycorporatebrokers.com.au

3. BCB is a member of the Australian Financial Complaints Authority (AFCA). If an issue has not been resolved to your satisfaction, you can lodge a complaint with AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted as below:

Australian Financial Complaints Authority
GPO Box 3, MELBOURNE VIC 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au
Web: www.afca.org.au

Authorised Representative

Name:

Strata Title Management Group Pty Ltd

ABN:

43 119 665 762

Authorised Representative No:

1258603

Address:

Level 7, 447 Kent Street SYDNEY NSW 2000

Phone:

02 9266 2600

Fax:

02 9266 2699

Email:

central@stratatitle.com.au

BCB
Strata Insurance Brokers

Established in 1996.

NEW SOUTH WALES | QUEENSLAND
VICTORIA | WESTERN AUSTRALIA

bodycorporatebrokers.com.au

New South Wales Branch
Level 11 , 338 Pitt Street, Sydney NSW 2000
Ph.: 02 9024 3850

Queensland Branch
Suite 1,7-9 Burra Street, Chevron Island QLD 4217
Ph: 07 5668 7800

Victoria Branch
Level 3, 100 Albert Road, South Melbourne VIC 3205
Ph.: 03 8609 2300

Western Australia Branch
155b, 22 St Georges Terrace, Perth WA 6000
Ph: 08 6245 5300

Please retain this document in a safe place as it involves legal rights and obligations.

If you require any further details about the financial services provided by BCB, please contact us.

STM | Building Smarter Communities
STRATA TITLE MANAGEMENT

* All sections to be completed by BCB upon release

Body Corporate Brokers Pty Ltd authorised the distribution of this Financial Services Guide. This document was prepared on 1 November 2018.

STRATA MANAGEMENT AGENCY AGREEMENT - STANDARD

Date 24/03/2023

The Owners – Strata Plan 50785 **Lots:** 102 **"Owners Corporation"**

Attention: The Secretary/Strata Committee

Address: Cote D'Azur – 1-3 McDonald Street, Cronulla NSW

Phone:	ABN: 44494936251
Facsimile:	
Email:	

The Agent: Strata Title Management Group Pty Limited "Agent"

Attention: The Licensee

Address: Level 7, 447 Kent Street, Sydney

Phone: 9266 2600	ABN: 43 119 665 762
Facsimile: 9266 2699	SCA (NSW) Membership No: 12274
Email: central@stratatitle.com.au	Licence No: 1670675

Particulars

Item 1	*Professional indemnity*	In accordance with Section 22 of the *Agents Act*
Item 2	*Commencement date*	01/05/2023
Item 3	*Term*	XX Months
Item 4	*Review date*	in relation to *agreed services* – Annually on each anniversary of the commencement date. in relation to *additional services rates* – 1st July each year. in relation to *charges* – 1st July each year.
Item 5	*Percentage increase p.a*	5%
Item 6	*Agreed services fee p.a*	**Option 1 - $24,500.00 – 36 Months** **$25,500.00 – 24 Months** **$26500.00 – 12 Months** plus rebates, discounts, commissions or fees in Disclosure Schedule C1 and C2 - Agent retains all commissions (refer to clause 3.3(a)) ~~or~~ ~~**Option 2 - $** plus rebates, discounts and commissions in Disclosure Schedule C2~~ ~~Agent retains some commissions (refer to clause 3.3(b))~~ ~~or~~ ~~**Option 3 - $**~~ ~~Agent not entitled to commissions or the fee as described in clause 3.3(c)~~ **All fees under this agreement are GST INCLUSIVE (clause 9)**
Item 7	*Fee payment method*	Monthly in advance
Item 8	Manner of accounting	**Financial Statements** – Cash with accrual at financial year end. **Frequency of Accounting -** Monthly **Online/Upon Request** - Financial Statements available online or upon request.

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STRATA MANAGEMENT AGENCY AGREEMENT

Signatures

1.1 Owners Corporation

The common seal of the *owners corporation* was affixed on _____ in the presence of:

Signature	**Signature**
Name	**Name**
Designation	**Designation**

Being the person(s) authorised by section 272 of the *Act* to attest the affixing of the seal.

1.2 Agent

Executed by the *agent* in accordance with Section 126 or 127 of the *Corporations Act 2001* (Cth) in the presence of:

Signature of Authorised Person	**Signature of Authorised Person**
Name of Authorised Person	**Name of Authorised Person**

1.3 Service

The *owners corporation* acknowledges receipt of a copy of this *agreement* within 48 hours of execution by the *owners corporation* (refer to page 8 for IMPORTANT NOTES to the parties when executing this *agreement)*.

Name of Signatory	**Signature**

1.4 Agreement

1. Warranties and acknowledgment

1.1 The *owners corporation* warrants that it has resolved and has authority to enter into the *agreement*.

1.2 The *agent* warrants that the *agent* holds:

(a) a strata managing *agent's* licence under the *Agents Act* and that such licence will be maintained while the *agreement* is in force; and

(b) professional indemnity insurance as indicated in *Item* 1.

2. Appointment of and delegation to *agent*

2.1 The *owners corporation:*

(a) appoints the *agent* as the strata managing *agent* for the strata *scheme*; and

(b) subject to clause 2.2 and 2.3, delegates the *agreed services* and *additional services* to the *agent*,

from the commencement date for the *agreed services fee* and the *additional services fee*, until the *agreement* is terminated in accordance with clause 5 or at the end of the *term* whichever is the earlier.

2.2 The extent of authority for *agreed services* and *additional services* that has been delegated is stated in schedule A1, being either:

(a) full authority with no limitations;

(b) full authority subject to limitations as disclosed in schedule A2; or

(c) no authority, in which case there is no delegation.

Where a selection has not been indicated on schedule A1 of either (a), (b) or (c), then the extent of authority that has been delegated is FULL AUTHORITY WITH NO LIMITATIONS.

2.3 The parties acknowledge that:

(a) the delegation to the *agent* in clause 2.1 does not:

(i) constitute a delegation by the owners corporation of its power to make:

(A) a delegation under section 52 of the *Act*; or

(B) a decision on a matter required by the *Act* to be decided by the *owners corporation*; or

(C) a determination relating to the levying or payment of contributions; or

(ii) prevent the *owners corporation* or the *strata committee* from performing all or any of the *agreed services* or *additional services* (if any); and

(b) the *agent* does not have and may not exercise any of the powers, authorities, duties or functions of the *owners corporation* that are conferred on another strata managing *agent* appointed for the *owners corporation* under section 237 of the *Act once being notified of any such appointment by the Tribunal or the owners corporation.*

3. Fees and *charges*

3.1 The *owners corporation* must pay to the *agent* in accordance with the fee payment method:

(a) the *agreed services fee*; and

(b) the *additional services fee* for any *additional services* performed by the *agent*; and

(c) the *charges* associated with the performance of the *agreed services* and any *additional services*.

3.2 The *owners corporation* authorises the *agent* to retain any fees paid to the *agent* for supplying to third parties information that the *owners corporation* must supply under the *Act* and retain any fees paid to the *agent* for supplying to third parties information that is not required under the *Act*, provided that such fees are charged in accordance with those set out in schedule B.

3.3 In addition to the fees and charges in clause 3.1 and 3.2, the *agent* is entitled to remuneration for its services in the form of rebates, discounts, commissions or fees disclosed in schedule C1 and schedule C2 as follows:

(a) If the first option in *item* 6 is selected, the *agent* may retain rebates, discounts and commissions paid to it by the providers of goods and services to the *owners corporation* described in the disclosure schedule C1 or schedule C2 or as otherwise notified in writing to the *owners corporation* from time to time and agreed in writing by the *owners corporation*.

(b) If the second option in *item* 6 is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt except for any rebates, discounts and commissions described in the disclosure schedule C2 which may be retained by the *agent*.

(c) If the third option in *item* 6 is selected, the *agent* must pay to the *owners corporation* any rebates, discounts and commissions paid to it by providers of goods and services to the *owners corporation* within 30 days of receipt.

(d) If the owners corporation:

(i) delegates the *agent* to arrange insurance cover;

(ii) selects the first or second option in *item* 6; and

(iii) later takes steps to arrange its own insurance or directs, instructs or passes a resolution that has the effect that the *agent* does not receive a commission or rebate for the placement of insurance,

then the *agreed services fee* shall be increased by an amount equivalent to the commission the *agent* would have received had the *agent* arranged the insurance cover.

3.4 The *agent* must account to the *owners corporation* for money received by the *agent* on behalf of the *owners corporation* in the manner and with the frequency set out in *item* 8.

3.5 At any time, by written *agreement* between the parties, *items* may be added to or deleted from the *additional services rates* and/or charges.

4. Review of fees and charges

4.1 The *agreed services fee*, the *additional services rates* and the *charges* will be reviewed on the review date by the *agent*.

4.2 Unless otherwise agreed before the review date, the *agreed services fee*, the *additional services rates* and the *charges* payable on and from the review date will be increased in accordance with *item* 5.

4.3 The *agent* will notify the *owners corporation* of the new *agreed services fee*, the *additional services rates* and the *charges* as soon as practicable after the review date.

5. Terminating the *agreement*

5.1 After the expiry of the *term*, the *agreement* will automatically end unless the *owners corporation extends the agreement* in accordance with section 50(4) of the *Act*.

5.2 The *agreement* may be terminated at any time with the mutual consent of the parties.

5.3 Any notice to terminate under this *agreement* can only be given by the *owners corporation* if authorised by a resolution of the *owners corporation at general meeting.*

5.4 Despite this clause 5 and without affecting any of its other rights, the *agreement* may be terminated with immediate effect by written notice given by:

(a) the *owners corporation*:

(i) if the *agent* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *owners corporation* serves a written notice on the *agent* providing particulars of the breach; or

(ii) where the *agent* is an individual, the *agent* is declared bankrupt; or

(iii) where the *agent* is a corporation, the *agent* is wound up or placed in administration or liquidation; or

(iv) if the *agent* ceases to hold a strata managing *agent's* licence; or

(b) the *agent* if:

(i) the *owners corporation* is in breach of the *agreement* and fails to remedy that breach within 28 days after the *agent* serves a written notice on the *owners corporation* providing particulars of the breach; or

(ii) an order by a Court is made for the variation or termination of the *strata scheme* under Part 9 or 10 of the *Development Act*; or

(iii) the *owners corporation* fails to pay any moneys owed under this *agreement* after the *agent* serves a written notice on the *owners corporation* providing particulars of the amount outstanding; or

(iv) the *owners corporation* fails to comply with any law or fails to provide adequate instructions or prevents the *agent* from carrying

out its obligations under this *agreement* after the *Agent* serves a written notice on the *owners corporation* providing particulars of the breach.

5.5 The *agreement* is terminated on the appointment of a strata managing *agent* under section 237 of the *Act* to exercise or perform all the functions of the *owners corporation* and, if so terminated, the *agent* will not be entitled to:

(a) any remuneration by way of commission, *agreed services fee, additional services fee, charges* or otherwise in respect of any period after the termination; or

(b) any payment (in the nature of a penalty or otherwise) by reason of the early termination.

5.6 In the event of termination, the *agent* must provide all books, records, accounts, funds and property of the *owners corporation* in the *agent's* possession to the secretary of the *owners corporation*, or persons nominated by the secretary of the *owners corporation*, within seven (7) business days.

6. Liability of the *agent* and exclusions

6.1 The *agent* is liable to the *owners corporation*:

(a) only for *services* actually supplied or that should have been supplied under this *agreement;* and

(b) on the terms of this clause 6.

6.2 The *agent* is excluded from all liability for any claim, liability or *loss* arising directly or indirectly out of the *services* or *additional services* or arising from any cause of action whatsoever except to the extent that the claim, liability or *loss* is caused or contributed to by the *agent's* wilful breach of this *agreement*, gross negligence, dishonesty or fraud. The *owners corporation* agrees that it will at all times indemnify the *agent* against all actions, suits, proceedings, costs, claims, expenses or demands which may arise in the course of or as a result of the *agent's* management of the scheme, including all legal expenses incurred by the *agent* in defence of or initiation of any legal proceedings as well as any excess payable under the *agent's* professional indemnity insurance;

(a) by third parties against the *agent*;

(b) by the *owners corporation* against the *agent* arising before, during or after this *agreement*.

6.3 The *agent's* maximum liability to the *owners corporation* for any breach of this *agreement*, or arising out of the provision or non provision of the *agreed services* or the *additional services* or by taking steps contrary to this agreement, whether under law of contract, tort or otherwise, is limited to the amount of the *agreed services fees* for the year in which the liability arose.

6.4 The *agent* is deemed to be discharged from all liability in respect of the *agreed services* and the *additional services*, whether under the law of contract, tort or otherwise, at the expiration of two years from the date of the act or omission giving rise to the liability, and the *owners corporation* (and persons claiming through or under the *owners corporation*) shall not be entitled to commence any action or claim against the *agent* in respect of that act or omission after that date.

6.5 Clauses 6.1, 6.2, 6.3, 6.4 and 6.5 apply to the extent permitted by law.

6.6 The *owners corporation* must indemnify the *agent* immediately on demand against any matter for which the *agent* has no liability to the owners corporation including in respect of the matters referred to in clause 6.2 and 6.3.

7. Transfer of the *agreement*

7.1 The *agent* cannot transfer the *agreement* without the written consent of the *owners corporation*, which consent shall not be unreasonably withheld if the *agent* satisfies the *owners corporation* that the proposed transferee and *related persons* are fit and proper persons and have the qualifications, competence and experience to perform the *agreed services* and *additional services* at an *agreed services fee* and an *additional services fee* not greater than the current *agreed services fee* and *additional services fee*.

7.2 The *owners corporation* must advise the *agent* of its decision whether to approve a proposed transfer within 28 days after receiving from the *agent* the information reasonably necessary to make the decision.

7.3 If the *owners corporation* approves the transfer, the *owners corporation*, the *agent* and the transferee must enter into a transfer *agreement*, or alternatively if the *agent* elects to enter into a new agency *agreement* then clause 7.4 will apply.

7.4 After the transfer *agreement* has been entered into or, if an election has been made by the *agent* under clause 7.3, the new *agent* must request that the *owners corporation* enter into a new agency *agreement* and the *owners corporation* must advise the new *agent* of its decision to enter into a new agency *agreement* within 28 days after such request, such approval not to be unreasonably withheld if the new agency *agreement* is on the same terms as this *agreement*, or on terms not less favourable to the *owners corporation* as this *agreement*. The new *agent* must pay the reasonable cost of preparing the new agency *agreement*, preparing and holding the meetings of the *strata committee* and the general meeting of the *owners corporation*, however if the meeting relates to more than approval of the minutes of the last meeting and the resolution relating to the new agency *agreement*, then the new *agent* must pay the proportionate share of the total cost relating to approval of the new agency *agreement*.

7.5 Nothing in this Clause 7 shall prevent or restrict the *agent* from transferring this *agreement* to another company which is a related body corporate of the *agent* (as defined in Section 50 of the Corporations Act 2001 (Clth)) and any transfer to a related body corporate is expressly permitted. The *agent* must give written notice to the *owners corporation* of any transfer to which this sub-clause applies.

8. Service of notices

8.1 Any notice to be served under the *agreement*:

(a) must be served either personally, by post, facsimile or e-mail using the details provided on the front page of this *agreement*, or other notice details subsequently notified from time to time by a party in writing to the other party; and

(b) is served the first time it is served if it is served more than once.

9. GST

9.1 Words or expressions used in this clause 9 or elsewhere in the *agreement* that are defined in the *GST Act* have the same meaning in the *agreement*.

9.2 The parties acknowledge that:

(a) the *agreed services fee*, the *additional services rates* and the charges are inclusive of GST and are based on a GST rate of 10%; and

(b) if the rate of GST increases or decreases, the *agreed services fee*, the *additional services rates* and the *charges* will simultaneously increase or decrease so that the *agent* receives the same GST exclusive payment as it received before the change in the rate of GST.

10. Work, health and safety

10.1 The parties mutually covenant and agree that they will each comply with their respective obligations under the *Work Health & Safety Act 2011*
(NSW) and the *Work Health & Safety Regulation 2011* (NSW) (*WHS Act 2011* and *WHS Regulation 2011*), as amended from time to time.

10.2 Subject to the provisions of the *WHS Act 2011* and *WHS Regulation 2011*, *the owners corporation's* appointment of the *agent* under this *agreement* does not constitute the appointment of the *agent* as a principal contractor within the meaning of regulation 293 of the *WHS Regulation 2011 (as amended from time to time)*.

11. Definitions

The following words have these meanings in the *agreement* unless the contrary intention appears:

Act	*Strata Schemes Management Act 2015* (NSW).
additional services	the functions and duties of the *owners corporation* set out in schedule A1 or schedule A2.
additional services fee	the fee for the supply by the *agent* of the *additional services* calculated according to the *additional services rates*, as varied under the *agreement*.
additional services rates	the rates for carrying out the *additional services* set out in schedule B, as varied under the *agreement*.
agent	the person described on the front page of the *agreement* and, where appropriate, includes the *agent's* employees and contractors or any transferee under clause 7.
Agents Act	*Property, Stock and Business Agents Act 2002* (NSW).
agreed services	the functions and duties of the *owners corporation* set out in:

	a) schedule A1 other than those marked “No authority”; and b) schedule A2.
agreed services fee	the fee in *item* 6 for the supply of the *agreed services*, as varied under the *agreement*.
agreement	this *agreement* including the particulars, schedules and attachments.
charges	the costs and associated fees set out in schedule B and/or schedule D, as varied under the *agreement*.
CPI	the All Groups consumer price index published by the Australian Bureau of Statistics for Sydney, or if that bureau stops publishing the *CPI*, then the index recommended by the Property Council of Australia as the index that most appropriately replaces the *CPI*.
Development Act	in relation to a freehold *strata scheme*, the *Strata Schemes Development Act 2015* (NSW).
disclosure schedule	schedules C1 and C2.
strata committee	the *strata committee* of the strata scheme.
GST Act	*A New Tax System (Goods and Services Tax) Act 1999 (Cth).*
item	an *item* in the Particulars.
loss	any damage or damages, *loss*, costs (including, without limitation, the costs of complying with any verdict, award or settlement of any dispute and legal costs on a solicitor and own client costs basis), expense, charge, payment of liability, in any case, whether accrued or paid but not indirect, incidental or consequential *loss* or damages.
minimum term	the period or event in *item* 3: a) commencing on the commencement date; and b) expiring at the duration of the period identified or event in *item* 3.
non-standard work	means any work not defined as *standard work*.
owners corporation	the *owners corporation* described on the front page of the *agreement* and, where appropriate, includes the *employees, agents* (other than the *agent*), contractors and invitees of the *owners corporation*.
Regulation	*Property, Stock and Business Agents Regulation 2014* (NSW).
related persons	in relation to a proposed transferee which is a: a) corporation, — a ‘related entity’ of the corporation within the meaning of section 9 of the Corporations Act 2011 (Cth); or b) partnership, — the partners and principal staff of the partnership.
SCA (NSW)	means Strata Community Australia (NSW).
services	the *agreed services* and *additional services.*
standard work	Means: a) construction work where there is no requirement to work above three (3) metres, including but not limited to, replacement of roofing, guttering; b) general maintenance works, including but not limited to, lawn mowing, gardening, window cleaning (below three (3) metres), painting; c) minor maintenance repairs, including but not limited to, repair/replacement of leaking pipes, replacing tiles/pavers, lock replacement/repairs; d) maintenance of essential fire safety equipment; e) annual inspection and notifications required for essential fire safety equipment; f) pest management treatments (excluding fumigation); g) lift, travellator or escalator maintenance; or h) renewal of plant registrations in accordance with the requirements of the *WHS Act 2011* and *WHS Regulation 2011*;

	provided however: a) if any of these works require a principal contractor (as defined under the *WHS Act 2011* and *WHS Regulation 2011*) to be appointed then the works will be considered *Non-Standard Work*; or b) if there is any inconsistency between *Standard Work* and *Non-Standard Work*, the work will be interpreted as *Non-Standard Work*.
strata scheme	the *scheme* described on the front page of the *agreement.*
Tribunal	means the NSW Civil and Administrative Tribunal.

12. Interpretation

In the *agreement*, unless the contrary intention appears:

(a) a reference to:
  (i) a thing includes the whole or each part of it;
  (ii) a document includes any variation or replacement of it;
  (iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re- enactments or replacements of any of them; and
  (iv) a person includes that person's executors, administrators, successors, substitutes (including but not limited to, person taking by novation) and assigns;

(b) the singular includes the plural and vice versa;

(c) headings do not affect interpretation; and

(d) despite clause 11, the words defined in clause 11 are defined words whether or not these words are in italics.

Important notes for the parties when executing the *agreement*:

- **The *agent* may not be entitled to any fee for *services* performed unless the *agent* serves a copy of the *agreement* signed by the *agent* on the *owners corporation* within 48 hours after the *agreement* is signed by or on behalf of the *owners corporation*.**
- **Once the terms of the *agreement* have been *agreed*, the *agent* should sign the *agreement* in duplicate and submit the *agreement* in duplicate to the *owners corporation* for signing. The *owners corporation* should sign, date and acknowledge receipt of the *agreement* on both counterparts.**
- **The *agent* should retain a copy of the signed *agreement*.**
- **A copy should be given to the secretary of the *owners corporation*.**
- **The *agent* should provide a copy of the proposed *agreement* to all parties required to be given notice of the meeting at which the *agreement* is proposed to be approved.**
- **If the *owners corporation* does not nominate two (2) persons to witness the affixing of the seal then the seal must be affixed in the presence of the secretary and any other member of the *strata committee*.**

SCHEDULE A1

NOTE: Where this schedule A1 provides for choices and no choice is selected, "Full authority with no limitations" applies. DO NOT delete any *item* in this schedule, as it may render the *agreement* in breach of the *Property Stock and Business Agents Act 2002* (NSW). If a duty/function does not apply, then mark the box "No authority".

Duties and Functions as described in the Property Stock & Business Agents Regulations (Schedule 6 Clause 6).	**FULL AUTHORITY WITH NO LIMITATIONS**	**No Authority**	**Full Authority Subject to Limitations as Disclosed in Schedule A2**	**Regulation Schedule 6 Clause 6 Ref**
Undertaking the financial management of funds and books of account.			X	6(a)
Holding documents and maintaining records relating to the *scheme* (for example, the strata roll, notices, and minutes of meetings).	X			6(b)
Arranging building inspections and reports.			X	6(c)
Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do *Standard Work,* with limitations on expenditure that may be incurred by the *agent* without obtaining the approval of the person on behalf of whom the *agent* is acting.			X	6(d)
Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the *owner's corporation* of a p*rincipal contractor* within the meaning of **regulation 293 of the *WHS Regulation 2011*** for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval.			X	
Paying disbursements and expenses incurred in connection with the *agent*'s management of the *scheme.*			X	6(e)
Arranging insurance cover for the *scheme.* **NOTE:** Where the *owners corporation* arranges for placement of the insurance cover or engages a third party i.e. an insurance broker, the *agent* is indemnified by the *owners corporation* to the extent of liability contributed by an act, omission or negligence on behalf of the *owners corporation* or third party in placing the insurance cover.			X	6(f)
Serving notices to comply with a by-law.			X	6(g)
Managing the administrative fund and capital works fund.			X	6(h)
Undertaking steps necessary to recover any money owing in relation to levies.	X			6(i)
Representing the *owners corporation* or association in tribunal or court proceedings.			X	6(j)
Paying accounts in relation to the *scheme* (for example, accounts for water charges, council rates and maintenance).			X	6(k)
Arranging and undertaking administrative duties in relation to annual general meetings, strata committee meetings and other general meetings.	X			6(l)

SCHEDULE A2 *

NOTE: Full authority is provided for the duties and functions disclosed in this Schedule subject to the extent of any limitations on authority stated in this table.

DUTIES AND FUNCTIONS	LIMITATIONS ON AUTHORITY e.g. on expenditure (if nothing stated, then no limitations apply)	Fee Method
ACCOUNTING SERVICES		
Perform the duties of Treasurer pursuant to s 13 of the Act.	No Limitation	**Included**
Undertaking the financial management of funds and books of account.	No Limitation	**Included**
Establish and maintain the administration and capital works fund.	No Limitation	**Included**
Establish and maintain the trust account.	No Limitation	**Included**
Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and levy status report.	No Limitation	**Included**
Pay disbursements and expenses incurred in connection with the *agent*'s management of the scheme.	No Limitation	**Included**
Check, code and approve invoices on behalf of the Owners Corporation.	No Limitation	**Included**
Prepare draft annual budgets for the Administration and Capital works Funds.	No Limitation	**Included**
Arrange for the collection of trust monies.	No Limitation	**Included**
Pay accounts on behalf of the Owners Corporation.	No Limitation	**Included**
Provide monthly accounts summary via internet/website portal.	No Limitation	**Included**
Create third party invoices to recover funds owing to the Owners Corporation.	No Limitation	Sch B
Generate and distribute levy notices.	No Limitation	Sch B Sch D
Monitor and undertake steps necessary to recover any money owing in relation to levies (charges recoverable from defaulting owner/s).	No Limitation	Sch B Sch D
Assist auditor in compiling records and accounts for audit.	No Limitation	Sch B
ABN/GST/TFN registration/cancellation.	No Limitation	Sch B
GST related activities including but not limited to preparation and lodgement of BAS (quarterly) and annual tax returns.	No Limitation	Sch B
Arrange the preparation and lodgement of annual tax return by registered taxation agent.	No Limitation	Sch B
Prepare and issue additional financial reports prepared to specific requirements including, but not limited to, monthly accounts on an accruals basis.	Subject to Instruction	Sch B
Undertaking the management of term deposit accounts and/or other investment accounts.	Subject to Instruction	Sch B
Pay accounts in accordance with creditor approval system.	Subject to Instruction	Sch B
DOCUMENTS AND RECORDS		
Perform the duties of Secretary pursuant to s 13 of the Act.	No Limitation	**Included**
Holding documents and maintaining records relating to the scheme.	No Limitation	**Included**
Hold custody and maintain strata roll.	No Limitation	**Included**
Hold custody over common property certificate of title.	No Limitation	**Included**
Hold custody over meeting notices, meeting minutes and minute books.	No Limitation	**Included**
Hold custody over correspondence, insurance, financial, contract and all other related files.	No Limitation	**Included**
Hold custody over service and management contracts.	No Limitation	**Included**
Record and hold custody over notices under s's 22, 258, 259 of the Act.	No Limitation	**Included**
Hold custody over by-laws, strata plan and other plans/diagrams.	No Limitation	**Included**
Hold custody over common seal.	No Limitation	**Included**
Issue minutes of delegated performance.	No Limitation	**Included**
Provide annual insurance commission and training disclosure	No Limitation	**Included**
Liaise with Authorised and Substitute Representative of the Owners Corporation.	No Limitation	**Included**
Attend to routine oral and written communication (less than 15 minutes).	No Limitation	**Included**
Affix the common seal to documents as required.	Authorised for s 184 certificates otherwise subject to instruction	Sch B
Attend to technical and complex communication.	No Limitation	Sch B

Arranging review, amendment, and drafting of by-laws.	No Limitation	Sch B
Arrange registration of new, amended or repealed by-laws.	Subject to Instruction	Sch B
Prepare and issue new owner orientation pack.	No Limitation	Sch B
Make all records available pursuant to ss 182, 183 of the Act (strata inspections – charged to person applying under ss 182, 183).	No Limitation	Regulation
Issue and retain s 184 certificates (charged to prospective purchaser).	No Limitation	Regulation
Issue urgent 184 certificates (charged to prospective purchaser).	No Limitation	Sch B
Administer archive storage and retrieval of old records.	No Limitation	Sch B
Storage of all documents and records in the custody of the agent and dated from 1 January 2014 or, from the date the agent is appointed (whichever period is the lesser), by way of electronic archive and data storage.	No Limitation	Sch B
Manually scan and store all documents and records (**"records"**) in custody and dated earlier than 1 January 2014 or, the date the agent is appointed, by way of electronic archive/data storage and, coordinate the secure destruction of those records once they have been electronically archived (having regard to the statutory requirements for the retention of such records under the *Act*).	Subject to Instruction	Sch B plus external agent fee where required.
BUILDING INSPECTIONS AND REPORTS		
Arrange a capital works fund assessment.	Authorised where time exceeded under the Act otherwise subject to instruction	Sch B
Arrange a report on Workplace, Health and Safety and/or asbestos reports.	Subject to Instruction	Sch B
Arrange any other building inspection and report as may be required from time-to-time (e.g. pest/termite inspection, engineer reports etc).	Subject to Instruction	Sch B
REPAIRS, MAINTENANCE & REGULATORY COMPLIANCE		
1. Effecting repairs to and maintaining common property or engaging appropriately qualified tradespersons to do *Standard Work,* with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval.	Authorised up-to $2,500.00; otherwise, Subject to Instruction	**Included** (allowance for up-to 15 minutes, hourly rates thereafter) Sch D
2. Arrange any work that, in the reasonable opinion of the agent, classifies as emergency works necessary in the circumstance.	No Limitation	**Included** (allowance for up-to 15 minutes, hourly rates thereafter) Sch D
Engaging appropriately qualified tradespersons to do *Non-Standard Work,* and the appointment on behalf of the O*wners Corporation* of a *Principal Contractor* within the meaning of regulation 293 of the WHS Regulation 2011 for such *Non-Standard Work*, with limitations on expenditure that may be incurred by the *agent* without obtaining the principal's approval.	Subject to Instruction	Sch B Sch D
Obtain quotations for repair, maintenance and replacement of common property or personal property vested in the Owners Corporation.	No Limitation	Sch B Sch D
Issue work orders and liaise with tradespeople concerning appropriately authorised work to be performed under *Repairs and Maintenance* Items 1 & 2.	No Limitation	Sch B Sch D
Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW) for authorised works in accordance with *Repairs and Maintenance* Items 1 & 2.	No Limitation	Sch B Sch D
Arrange annual review of essential services and lodgement of related Annual Fire Safety Statements (AFSSs).	No Limitation	Sch B Sch D
Arrange annual certification of applicable facilities, including but not limited to, lift, pool, cooling towers etc.	No Limitation	Sch B plus lodgement fees
Arrange for the monitoring of trades compliance.	No Limitation	Sch B
Collective Sale/Strata Renewal	Subject to Instruction	Sch B
Facilitating building defects process/defect bonds	Subject to Instruction	Sch B
PAYING DISBURSEMENTS AND EXPENSES INCURRED IN CONNECTION WITH THE *AGENT*'S MANAGEMENT OF THE SCHEME	**See 'Accounting Services'**	**-**
INSURANCE		

Arrange building valuation for insurance purposes.	Subject to instruction if valuation is less than 5 years old, otherwise no limitation	Sch B
Obtain quotations for insurance renewal from appropriate underwriters, brokers or insurance companies for the placement of insurance.	No Limitation	**Included** if Item 6, option 1 is marked 'Yes'; Sch B otherwise
Submit insurance renewal quotations to the Strata Committee or authorised representative for renewal of insurances.	No Limitation; subject to instruction at renewal	**Included** if Item 6, option 1 is marked 'Yes'; Sch B otherwise
Arranging insurance cover on behalf of the scheme.	Subject to Instruction otherwise renew in accordance with Insurance Broker's recommendations	**Included** if Item 6 is marked 'Yes'; Sch B otherwise
Prepare and lodge routine insurance claims (less than 15 minutes).	No Limitation	**Included** if Item 6 is marked 'Yes'; Sch B otherwise
Prepare and lodge complex insurance claims (over 15 minutes)	No Limitation	Sch B
DISPUTES AND COMPLIANCE WITH BY-LAWS		
Attend to general enquiries from the Strata Committee about the schemes by-laws.	No Limitation	**Included**
Preparing and Issuing initial breach of by-law notices to occupants relating to a breach of a by-law (less than 15 minutes).	No Limitation	**Included** Sch D
Preparing and issuing breach of by-law letters to offending party/s in addition to the initial breach notice.	Subject to instruction	Sch B Sch D
Issuing and serving notices to comply with a by-law (s 146, the Act).	Subject to instruction	Sch B Sch D
Preparation and lodgement of applications for mediation, tribunal hearings or other proceedings and relevant attendance thereof.	Subject to instruction	Sch B plus application fee Sch D
Representing the O*wners Corporation* or *Association* in tribunal or court proceedings.	Limited to providing assistance to appropriately engaged lawyers	Sch B
Attending the tribunal or court to provide evidence on behalf of the *Owners Corporation* or *Association* if instructed or subpoenaed.	Subject to instruction/subpoena	Sch B
MANAGING THE CAPITAL WORKS FUND AND THE ADMINISTRATIVE FUND	**Refer 'Accounting Services'**	**-**
UNDERTAKING STEPS NECESSARY TO RECOVER ANY MONEY OWING IN RELATION TO LEVIES	**Refer 'Accounting Services'**	**-**
REPRESENTING THE *OWNERS CORPORATION* OR ASSOCIATION IN TRIBUNAL OR COURT PROCEEDINGS	**Refer 'Disputes & Compliance w. By-laws'**	**-**
PAYING ACCOUNTS IN RELATION TO THE SCHEME (FOR EXAMPLE, ACCOUNTS FOR WATER *CHARGES*, COUNCIL RATES AND MAINTENANCE),	**Refer 'Accounting Services'**	**-**
MEETINGS		
Perform the functions of Chairperson pursuant to s 13 of the Act.	No Limitation	**Included**
Arranging and undertaking administrative duties in relation to Annual General Meeting and concurrent Strata Committee Meeting including authority to recommend motions in addition to the statutory motions.	No Limitation	**Included**
Act as Chairperson at General Meetings and Strata Committee Meetings.	No Limitation	**Included**

Attend Annual General Meeting and concurrent Strata Committee meeting held during office hours, or scheduled to complete no later than 5.00pm weekdays, excluding public holidays. excluding public holidays. Up-to 1 hour included, hourly rates thereafter.	No Limitation	**Included**
Attendance at Annual General Meeting and concurrent Strata Committee meeting held after normal business hours.	No Limitation	Sch B
Attendance at Extraordinary General Meetings and Strata Committee Meetings, other than Strata Committee Meeting held immediately following the Annual General Meeting.	No Limitation	Sch B
Facilitate & record pre meeting nominations for Strata Committee.	No Limitation	**Included**
Arrange tenant meetings to appoint tenant representative in accordance with s 33 of the act.	No Limitation	Sch B
Prepare and distribute notices and minutes of Annual General Meeting to owners and tenants as registered on the strata roll.	No Limitation	**Included** Sch D
Arranging and undertaking administrative duties in relation to Extraordinary General Meetings and Strata Committee Meetings.	No Limitation	Sch B Sch D
Arrange alternate venue for meetings, other than onsite or Strata Managing Agents offices (cost to be borne by the Owners Corporation).	Subject to instruction	Sch B plus venue cost
Authority to convene an Extraordinary General Meeting or Strata Committee Meeting, when required.	No Limitation	Sch B
Prepare and distribute notices and minutes of Strata Committee and Extraordinary General Meetings to owners and tenants as registered on the strata roll.	No Limitation	Sch B Sch D

* These *fees* have been negotiated between the parties to the *agreement*

SCHEDULE B FEES – *These *fees* have been negotiated between the parties to the agreement.

Item	Charge (GST Inclusive)	Unit
HOURLY RATES AND PROFESSIONAL FEES		
Administration and/or clerical staff.	$110.00	Per hour
Accounting staff.	$150.00	Per hour
Regional Manager/General Manager.	$220.00	Per hour
Strata Manager.	$165.00	Per hour
Senior Strata Manager.	$195.00	Per hour
ACCOUNTING AND TAXATION		
GST/ABN or TFN Registration/Cancellation.	$ 99.00	Per application
BAS Statement - Total levies up to $50,000 pa.	$ 33.00	Per month
BAS Statement - Total Levies over $50,000 pa & under $100,000 pa.	$ 66.00	Per month
BAS Statement – Total levies over $100,000 pa.	$ 80.00	Per month
Arrange the preparation and lodgement of annual tax return.	$165.00	Per annum charged monthly
Signing as a public officer for taxation purposes.	$165.00	Per form
Compiling records to enable preparation of tax return.	$120.00	Per item
Audit preparation.	$ 3.00	Per lot/per audit
Trust account sweeping.	$ 75.00	Per annum if over $5,000.00 in the trust account, otherwise NIL.
Creditor approval system by Treasurer/Strata Committee/Building Manager.	$ 66.00	Per month
Prepare and issue additional financial reports prepared to specific requirements including, but not limited to, monthly accounts on an accruals basis.	Hourly rate	Per set of reports
Establishment term deposit account or other investment account (excludes attending bank or institution).	$ 85.00	Per investment account
Arrange transactions to/from term deposit/investment account.	$ 33.00	Per transaction
Create third party invoices to recover funds owing to the Owners Corporation.	$ 22.00	Per invoice
Administering/arranging electricity contracts/auctions/reverse auctions through third party.	$ 44.00	Per contract (if part of a bulk energy auction, otherwise hourly rates)
Striking, printing and posting levy notice.	$ 2.50	Per notice, plus Australia Post charge
Striking, printing and posting special levy notice.	$ 5.50	Per notice, plus Australia Post charge
ADMINISTRATION SERVICES		
Affixing the common seal.	$ 55.00	Per service
Issue s 184 certificate by way of standard issue as prescribed by the Regulations (Nb. Regulations may be subject to change).	Per Regulation	Per certificate
Providing section 184 certificate by way of urgent issue.	Per Regulation x 2	Per certificate
Providing an updated section 184 certificate.	Per Regulation	Per certificate
Correct deficiency in records at takeover of management.	Hourly rate	Per hour
Arrange replacement Certificate of Title (excluding LPI fee).	$220.00	Per certificate
Maintain security key/device register and hold keys/devices.	$ 2.50	Per lot per annum charged monthly.
Processing of security/swipe/fob/key form request and provide security device (issue of security devices to owners or authorised agents only).	$ 33.00	Per security device
Issue management documents to owners (including insurance certificates, by-laws, strata plan etc.)	$ 33.00	Per document
Word processing	Hourly rate	Per hour
Hand deliver mail	Hourly rate	Per hour or part thereof
Payroll attendance fee per employee.	$ 44.00	Per pay
Preparation of By-Laws.	$300.00	Per By-Law
Registration of By-Laws and/or other LPI documents (excluding LPI fee).	$295.00	Per By-Law
New owner orientation package (payable by new owner).	$ 45.00	Per new owner

Process owners applications for private works/Development Application review, signing and affixing common seal after required approval obtained (Payable by Applicant).	$220.00	Per Application (allowance for up-to 2 hours, hourly rates thereafter)
Any other service or additional work requested by the Owners Corporation that does not form part of the agreed services fee.	Hourly Rate	Per hour
DOCUMENTS AND RECORDS		
Strata records inspection fee.	Regulation	Per inspection
Search and obtain electronic plans/by laws/management statements or any other registered dealing or undertake title search.	$ 33.00	Per search/dealing
Strata Schemes Cancellation (handover).	$ 650.00	Per scheme (allowance for up-to 8 hours, hourly rates thereafter)
LEVY MANAGEMENT AND DEBT RECOVERY		
1st action on levies in arrears (1st Demand – Reminder Notice).	$ 60.50	Per notice, charged to lot
2nd action on levies in arrears (2nd Demand).	$ 60.50	Per notice, charged to lot
3rd action on levies in arrears (Final Demand).	$ 82.50	Per notice, charged to lot
Issue instructions to solicitor for recovery of outstanding contributions.	$ 121.00	Per instruction, charged to lot
Monthly monitoring of levies in arrears.	$ 55.00	Per month per lot under debt collection, charged to lot
Processing stop payments, dishonoured cheques for levy payments.	$ 22.00	Per transaction, charged to lot
Basic address search as a result of returned mail.	$ 22.00	Per search
Refund for levy overpayment (subject to owner's written authority).	$ 22.00	Per lot, charged to lot
MEETING FEES		
Attendance at Annual General Meetings convened after normal office hours.	Hourly Rate	Per hour or part thereof (minimum 2 hours)
Attendance at Extraordinary General Meetings and Strata Committee Meetings.	Hourly Rate	Per hour or part thereof (minimum 2 hours)
Strata Committee meetings conducted in writing or via automated electronic voting system i.e. without attendance.	$132.00	Per meeting
Meeting preparation (excluding the Annual General Meeting and Strata Committee Meeting held immediately following the AGM).	Hourly Rate	Per meeting (minimum 1 hour charge)
Preparation of agenda/minutes and attendance at tenant meetings to appoint a tenant representative.	Hourly Rate	Per hour or part thereof (minimum 1 hour)
Email/electronic service of agendas/minutes of meetings and other documentation associated with the meetings and required as per legislation.	$ 16.50	Per lot, per service of documents
DISPUTES AND COMPLIANCE WITH BY-LAWS		
Receive instructions, prepare or assist lawyer in the preparation/submission of applications and attend any hearings or court proceedings on behalf of the Owners Corporation.	Hourly rate	Per hour plus application fee
Receive instructions, prepare and issue breach of by law letter.	Hourly rate	Per hour
Receive instructions, prepare and issue Notice to Comply (s 146).	Hourly rate	Per hour
REPAIR, MAINTENANCE & REGULATORY COMPLIANCE		
Engage contractors, consultants and other persons on behalf of the Owners Corporation for *standard work*.	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Engage contractors, consultants and other persons on behalf of the Owners Corporation for emergency work i.e. any work that, in the reasonable opinion of the agent, classifies as emergency works necessary in the circumstance.	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Engage contractors, consultants and other persons on behalf of the Owners Corporation for *non-standard work*.	Hourly rate	Per matter
Issuing work orders/quotes via electronic service/email.	$ 13.20	Per order
Liaise with building contractors, engineers and owners/residents concerning a maintenance/repair matter.	Hourly rate	Per matter
Arrange and execute contracts pursuant to the Home Building Act 1989 (NSW).	$ 38.00	Per contract
Coordinate, prepare and lodge annual certification certificates (if applicable) with the appropriate authorities including: 1. Annual lift certification statement 2. Annual cooling tower certification	$ 220.00	Per statement/ certification

3. Swimming pool compliance certification		
Arrange notification to owners/agents/occupants relating to annual inspection. Arrange and lodge Annual Fire Safety Statement (as required), prepare and lodge Annual Fire Safety Statement.	$ 300.00	Per statement (up-to 2 hours, hourly rates thereafter)
Coordinate and arrange window safety compliance (if applicable)	$ 220.00	Per scheme (up-to 2 hours, hourly rates thereafter)
Arrange Capital Works Fund Forecast, WH & S Report or similar report.	$ 99.00	Per report
Trades monitoring (Quality Assurance, licence, insurance, Safe Work Method Statement checks).	$ 22.00	month
After hours emergency calls.	$100.00	Per call
Collective Sale/Strata Renewal	Hourly Rate	Per matter
Facilitating building defects process/defect bonds	Hourly Rate	Per matter
INSURANCE		
Arrange insurance valuation.	$88.00	Per valuation
Obtain quotes for insurance renewal.	Hourly rate	Per renewal (only if item 6, Option 3 is marked 'yes')
Submit insurance quotations to the strata committee or authorised representative for renewal of insurances.	Hourly rate / meeting fee rate.	Per insurance renewal (only if item 6, Option 3 is marked 'yes')
Arrange insurance cover on behalf of the scheme.	Hourly rate	Per renewal (only if item 6, Option 3 is marked 'yes')
Prepare and lodge routine insurance claims.	Hourly rate	Per hour (allowance for up-to 15 minutes included, hourly rates thereafter)
Prepare and lodge complex insurance claims.	Hourly rate	Per hour

NOTES FORMING PART OF THIS AGREEMENT

1. *Pursuant to clause 3.5 of this agreement, any work that is not listed in this schedule will be performed by the agent, at its sole discretion and in response to the reasonable request of the Owners Corporation (or Strata Committee on behalf of the Owners Corporation), in accordance with the Rates and Professional Fees and, Charges and Associated Fees listed in this agreement.*
2. *These fees have been calculated on the basis that all work undertaken by the agent in accordance with this agreement is within office hours (9:00am - 5:00pm, Monday to Friday, excluding public holidays).*
3. *Subject to Item 1 above, Rates and Professional Fees for work performed outside office hours between Monday and Friday will be subject to 50% loading.*
4. *Subject to Item 1 above, Rates and Professional Fees for work performed on weekends/public holidays will be subject to 100% loading.*

SCHEDULE C – Disclosure schedule

SCHEDULE C1

Refer to clause 3.3 of the *agreement* - The following providers pay a rebate, discount, commission or fee to the *agent*:

NAME OF COMPANY / PERSON	AMOUNT / PERCENTAGE OF REBATE, DISCOUNT, COMMISSION OR FEES	OTHER INFORMATION RELATING TO THE DISCLOSURE
CHU Underwriting Agencies Pty Ltd	Commission (up to 20% of the base premium) and/or fees as disclosed in the applicable Financial Services Guide	See Financial Services Guide issued by insurance broker for details of commissions and fees payable to the agent. Commissions and fees received by the agent pursuant to this agreement and the *Property, Stock and Business Agents Act 2002* are disclosed to the Owners Corporation each year prior to insurance renewal and as part of the Annual General Meeting documentation. It is important to note that the *Agreed Service Fee* disclosed under Item 6 of this agreement has been negotiated on the basis that insurance commissions will be paid to the agent. Such commissions are set out in this schedule or the relevant Financial Services Guide and are a proportion of the broker's fee payable at the time of renewal. Insurance commissions effectively provide a cost subsidy to the Owners Corporation, thereby allowing the agent to offer management fees at a reduced rate per annum. Should the Owners Corporation negotiate an agreement with no insurance commissions payable to the agent, then the *Agreed Service Fee* (as varied from time-to-time) will be subject to an automatic increase (on a pro-rata basis) to account for any loss of income flowing from such a negotiation.
REI Insurance Brokers		
Strata Unit Underwriters		
Allianz		
SCI Insurance		
Longitude		
AON		
Body Corporate Brokers (BCB)		
Centric General Insurance Services		
Honan Risk and Insurance Brokers		
Austbrokers Insurance Brokers		
Jardine Lloyd Thompson		
Whitbread Insurance Brokers		
CGU		

SCHEDULE C2 – refer to clause 3.3 of the *agreement* - The following providers pay a rebate, discount, commission or fee to the agent:

NAME OF COMPANY / PERSON	AMOUNT / PERCENTAGE OF REBATE, DISCOUNT OR COMMISSION	OTHER INFORMATION RELATING TO THE DISCLOSURE
Nil		

SCHEDULE D – Charges and associated fees*

ITEM	CHARGE (INCLUSIVE OF GST)	UNIT
ADMINISTRATION SERVICES		
Archive box/disk/set of plans.	$ 6.50	Per box, per month
Archiving electronically/data scanning (data storage only – per "block" of 400 pages).	$ 10.00	Per block, per month
Archive retrieval (includes for strata inspections).	$ 85.00	Per box retrieved
Issuing and receiving of facsimile/emails (in/out).	$ 1.00	Per item
Payments by cheque/EFT/BPAY.	$ 1.55	Per transaction/cheque/EFT
Issue of common seal.	$ 25.00	Per seal, plus cost of seal
Email storage/management charge (Allowance of up-to 1,200 incoming emails per annum)	$ 6.50	Per lot, per annum
DISBURSEMENTS AND STATIONERY		
Photocopying/printing/scanning (black and white).	$ 0.55	Per copy/per page
Photocopying/printing/scanning (colour).	$ 1.10	Per copy/per page
Postage.	$ 0.33 $ 0.44 $ 0.61 $ 15.00	Per DL item, plus Australia Post Charge Per C5 item, plus Australia Post Charge Per C4 item, plus Australia Post Charge Per Express post/Registered post envelope/bag.
Courier charge.	At cost plus 30%	Per courier
Telephone – local.	$ 0.22	Per minute
Telephone – STD/Mobile & SMS.	$ 0.66	Per minute/text
Computer accounting software and website management.	At cost	Per lot

*** These *fees* and *charges* have been negotiated between the parties to the *agreement***

Special By-law 112 — Residential Resort Area

112.1 Access Conditions & Permitted Use

a) The Area is available for the sole enjoyment of occupants of Residential Lots and their accompanied invitees.

b) Any visiting Eligible Adult Family Member is permitted to enter the Area without the above requirement of you accompanying them, provided that:

i) they are attending Côte for the primary purpose of visiting you, not to solely use our facilities;

ii) their use is confined to the pool and outside spa, and not the gymnasium, sauna or inside spa;

iii) You have made them fully aware of these conditions and remain responsible for their behaviour; and

iv) You note that this waiver does not permit them to bring their own invitees into the Area.

c) This courtesy of unaccompanied access to the Area is also extended to your overnight or longterm visitors, provided that you have made them fully aware of all these conditions of access and use, and you remain responsible for their behaviour.

d) Despite any other provision of this By-law, if you are an owner or occupant of a Commercial Lot you must not attempt to enter the Area or use the facilities unless you are also an occupant of a Residential Lot.

e) Your security keys will be programmed to allow access to the Area through the pool gate after completion of a standard agreement form on terms consistent with this By-law.

f) Any breach of the agreed conditions of access will result in immediate removal of access rights of all security keys registered to your Lot. You may be required to show cause to us before your access will be restored.

g) You must not interfere with the self-closing child-proof gates to or within the Area.

h) You must ensure that the gates latch after your entry or exit and you must not allow access to others trying to gain unauthorized entry to the Area.

i) You must not allow the gates to slam.

j) You acknowledge that you enter the Area and use any of the facilities at your own risk.

k) The rules governing the use of the various facilities are signed within the Area, and we may make other rules as necessary from time to time.

l) A high standard of behaviour is expected within the Area, and you must not enter or remain in the Area or attempt to use any of the facilities if you are abusive or intoxicated.

m) You must not interfere with or damage any of the equipment.

n) You must immediately inform us of any equipment malfunction or health and safety issue you become aware of.

112.2 Hours of Operation

a) The Area is open 0600–2300 daily.

b) We may restrict access at any time or close any part of the Area for health and safety or other reasons, and you must comply with our request to immediately leave the Area.

112.3 Swimming Pool & Outside Spa

a) You must not allow any glass within the pool area.

b) You must show consideration towards others wishing to use the pool by not holding parties or gatherings of more than ten people in any one group in the pool area.

c) You must not allow horseplay, pushing, running, jumping or diving in or near the pool.

d) You must not climb on or over the fence, or attempt to jump off the fence into the pool.

e) You must not play ball games in or near the pool.

f) You must not allow wetsuits or surf equipment in the water.

g) You must be properly attired in swimwear to enter the water.

h) You must shower to remove all beach sand before entering the water.

i) You must not use any soaps, shampoos, oils or bubble baths.

j) You must keep noise to a minimum, especially after dark.

k) You must remove your own rubbish and leave the area clean.

l) With its high temperature and disinfection regime, the outside spa is not suitable for children under the age of six at any time.

m) You must not eat food in the pool or outside spa.

n) You must show consideration towards others wishing to use the outside spa: Limit 3 guests per unit.

112.4 Amenities Building

a) You must not interfere with the security door entry to the building and you must not allow access to others trying to gain entry.

b) No food or drink of any kind is permitted in the building, with the exception of bottled water or energy drinks in the gymnasium.

c) You must turn off power and lights when finished.

112.5 Inside Spa

a) You must shower prior to entering the water.

b) You must be properly attired in swimwear to enter the water.
c) You must not use any soaps, shampoos, oils or bubble baths.
d) You must accompany any children in the spa room.
e) With its high temperature and disinfection regime, the inside spa is not suitable for children under the age of six at any time.
f) You must show consideration towards others wishing to use the spa: Limit 2 guests per unit.
g) You must turn off power and lights when finished.

NSW GOVERNMENT Fair Trading

Form 1 – Proxy Appointment
Strata Schemes Management Act 2015

Strata Schemes Management Regulation 2016 (clause 13)
Strata Schemes Management Act 2015 (clause 26 (1) of Schedule 1)

Date DD / MM / YYYY

I / We

the owners of lot

in Strata Plan No appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings).

I/ We appoint

of

as my/our proxy for the purposes of meetings of the owners corporation (including adjournments of meetings) if

already holds the maximum number of proxies that may be accepted.

Period or number of meetings for which appointment of proxy has effect for *1 meeting/* meetings/*1 month/* months/*12 months or 2 consecutive annual general meetings

**Tick or tick and complete whichever applies*

(Note: The appointment cannot have effect for more than 12 months or 2 consecutive annual general meetings, whichever is the greater.)

***1.** This form authorises the proxy to vote on my/our behalf on all matters.

OR

***2.** This form authorises the proxy to vote on my/our behalf on the following matters only:
[Specify the matters and any limitations on the manner in which you want the proxy to vote.]
**Delete paragraph 1 or 2, whichever does not apply.*

***3.** If a vote is taken on whether (the strata managing agent) should be appointed or remain in office or whether another managing agent is to be appointed, I/we want the proxy to vote as follows:
**Delete paragraph 3 if proxy is not authorised to vote on this matter. For examples, read note 1 below.*

***4.** I understand that, if the proxy already holds more than the permitted number of proxies, the proxy will not be permitted to vote on my/our behalf on any matters.

Signature of owner/s

NOTES ON APPOINTMENT OF PROXIES

1. This form is ineffective unless it contains the date on which it was made and it is given to the secretary of the owners corporation at least 24 hours before the first meeting in relation to which it is to operate (in the case of a large strata scheme) or at or before the first meeting in relation to which it is to operate (in any other case).
2. This form will be revoked by a later proxy appointment form delivered to the secretary of the owners corporation in the manner described in the preceding paragraph.
3. This form is current from the day on which it is signed until the end of the period (if any) specified on the form or the first anniversary of that day or at the end of the second annual general meeting held after that day (whichever occurs first).
4. If a person holds more than the total number of proxies permissible, the person cannot vote using any additional proxies. The total number of proxies that may be held by a person (other than proxies held by the person as the co-owner of a lot) voting on a resolution are as follows:
   (a) if the strata scheme has 20 lots or less, one,
   (b) if the strata scheme has more than 20 lots, a number that is equal to not more than 5% of the total number of lots.
5. A provision of a contract for the sale of a lot in a strata scheme, or of any ancillary or related contract or arrangement, is void and unenforceable to the extent that it:
   (a) requires the purchaser of a lot, or any other person, to cast a vote at a meeting of the owners corporation at the direction of another person, or
   (b) requires the purchaser to give a proxy at the direction of another person for the purpose of voting at a meeting of the owners corporation (that is a person cannot rely on any such proxy to cast a vote as a proxy).

NOTES ON RIGHTS OF PROXIES TO VOTE

1. A duly appointed proxy:
   (a) may vote on a show of hands (or by any other means approved by a general resolution at a meeting of the owners corporation), subject to any limitation in this form, or may demand a poll, and
   (b) may vote in the person's own right if entitled to vote otherwise than as a proxy, and
   (c) if appointed as a proxy for more than one person, may vote separately as a proxy in each case.
2. A proxy is not authorised to vote on a matter:
   (a) if the person who appointed the proxy is present at the relevant meeting and personally votes on the matter, or
   (b) so as to confer a pecuniary or other material benefit on the proxy, if the proxy is a strata managing agent, building manager or on-site residential property manager, or
   (c) if the right to vote on any such matter is limited by this form.

What are the rights and responsibilities of the owners corporation or body corporate?

WATCH OUR VIDEO TO FIND OUT

The owners corporation or body corporate is a legal entity, combining all the individual lot owners. It is created automatically, whenever a subdivision has common property.

Our easy guide outlines your rights and responsibilities and the key things you need to know to make smarter choices about your property.

SCAN
TO WATCH



Building Smarter Communities

COMPANY NOMINEE FORM

To the Secretary
The Owners – Strata Plan 50785

C/- Strata Title Management
PO Box 56
Sutherland 1499

Email: reception@stratatitle.com.au

I/we (Company Trading Name & ACN)
being a company duly incorporated in the State of New South Wales having its registered office at..... (registered office address) hereby nominates, constitutes and appoints ..... (Nominee Name) as its appointed nominee as owner / mortgagee / covenant chargee* for lot no.(s) ..... for the purposes of exercising the rights, powers, authorities and functions of the company under the Strata Schemes Management Act 2015 (as amended).

The address for service of notices to the above nominee is:

.....
(Address)

Dated this ..... day of ....
(Day) (Month) (Year)

The Common Seal of

.....
(Company Trading Name)

Was hereto affixed by authority of the Board
of Directors in the presence of:

....
Signature of Secretary/Director Signature of Secretary/Director

....
Name of Secretary/Director Name of Secretary/Director

.....
Signature of Nominee

STRATA COMMITTEE NOMINATION FORM

THE OWNERS OF SP 50785 | COTE D'AZUR | 1 MCDONALD STREET, CRONULLA, NSW, 2230

NOMINEE

I, of Lot No.

Sole owner/co-owner, company nominee (please circle which is relevant)

in Strata Plan No. **50785** hereby nominate _____ to stand for election to the strata committee at the Annual General Meeting.

Signed: .....

Date: .....

ACCEPTANCE OF NOMINATION

I, _____ of Lot No. _____

Sole owner/co-owner, company nominee, non-owner (please circle which is relevant)

in Strata Plan No. **50785:**

✓ consent to the nomination to stand for election to the strata committee at theAnnual General Meeting, and;

✓ confirm my eligibility to stand for election, and;

✓ declare the following pecuniary interest _____and;

✓ disclose my connection with the original owner _____.

Signed: .....

Date: .....

PLEASE NOTE:

- If you are a sole owner or company nominee and self-nominating, please complete both sections of the form
- Sections 31 & 32 of the Strata Schemes Management Act 2015 (NSW) set out the eligibility requirements
- Schedule 2 of the Act sets out the obligation to disclose a direct or indirect pecuniary interest in a matter to be considered at a meeting.
- If there are no declarations of interest or connected person disclosures, then write "N/A"
- Forms should be returned to our office prior to the meeting if possible.

STM | Building Smarter Communities

STRATA TITLE MANAGEMENT

NOTICE OF
STRATA COMMITTEE MEETING

THE OWNERS – STRATA PLAN 50785
AT 1 MCDONALD STREET, CRONULLA, NSW, 2230

Date: 12 April 2023

Time: 07:00 PM

Venue: 41 Croydon Street, Cronulla, NSW, 2230

Prepared by: Stephen Neil
Phone: (02)95404199 Fax:
Postal Address: PO Box 56, Sutherland, 1499
Email: reception@stratatitle.com.au

NOTICE OF STRATA COMMITTEE MEETING OF THE OWNERS CORPORATION

NOTICE OF BUSINESS to be dealt with at the Strata Committee Meeting of the Owners - Strata Plan No 50785
To be held on **12, April, 2023**
Club Cronulla, 41 Croydon Street, Cronulla, NSW, 2230
Commencing at 07:00 PM

Motion 1.	***Minutes***
THAT the minutes of the previous Strata Committee meeting be confirmed as a true and accurate account of the proceedings at that meeting.	
Explanatory Note:This motion refers to accepting the minutes of the last strata committee meeting, a copy of which is included in the meeting notice.	

Motion 2.	***Strata Hub - Office Bearers Consent***
THAT the elected Chairperson and Secretary appointed in the succeeding motion consent to the Strata Manager uploading their contact details to the Strata Hub by completing the Office Bearers Consent affixed to this agenda.	
Explanatory Note: *This motion is to consent to Strata Title Management providing the email and phone number of the elected Chairman and Secretary for uploading to the Strata Hub. Only the email address will be made available to Occupants and Owners within the Strata Scheme.*	

Motion 3.	***Office Bearers***
THAT the strata Committee elect a Secretary, Treasurer and Chairperson	
Explanatory Note:This motion is to select office bearer position for the ensuring year.	

Motion 4.	***Strata Hub - Emergency Point of Contact***
THAT the Committee nominate the following person to be appointed as the Schemes Emergency Contact and their contact details uploaded to the Strata Hub for use in the event of an emergency.	
Explanatory Note: *This motion is to nominate an emergency contact person for the building. In accordance with Section 43a of the Strata Schemes Management Regulation 2021 the emergency point of contact can be the Secretary, Chairperson or another Officer of the Owners Corporation or Building Manager for the scheme.*	

Motion 5.	***Appointing Contact point and substitute Contact Point***
THAT the Strata Committee appoints a main representative and a substitute representative of the Strata Committee to liaise with the strata manager and be the strata scheme's main contact point.	
Explanatory Note:This will ensure that the correct instructions of the strata committee are received by the strata managing agent which will avoid any miscommunication given by multiple members	

Motion 6.	***Archive Management***
THAT the Strata Committee – Strata Plan No SP 50785 RESOLVE pursuant to section 180(1) of the Strata Schemes Management Act to destroy all records after a period of 7 years from the date of the last actionable work on the matter.	
Explanatory Note: *The archived records of the Owners Corporation are currently stored with Grace Records. In accordance with Section 180 of the Strata Schemes Management Act these records must be retained for 7 years. This motion is to resolve the destruction of records which have exceeded the 7-year period (excluding Building Plans and correspondence relating to active matters).*	

Motion 7.	***Correspondence***
THAT the Strata Committee review any correspondence needing attention and provide instructions.	
Explanatory Note: *This motion is to determine whether items of correspondence are needed in relation to common property areas within the complex.*	

Stephen Neil
STRATA TITLE MANAGEMENT

Dated: 27 March 2023

IMPORTANT NOTICE: *An owner can attend Strata Committee meetings but cannot address the meeting unless with approval from the Strata Committee.*

SYDNEY CBD
Level 7, 447 Kent St
Sydney NSW 2000
+61 2 9266 2600
central@stratatitle.com.au

NORTHERN SYDNEY
Level 4, 1 Chandos St
St Leonards NSW 2065
+61 2 9266 2600
northshore@stratatitle.com.au

SOUTHERN SYDNEY
Gnd Floor, 680 Old Princes Hwy
Sutherland NSW 2232
+61 2 9266 2600
sydney@stratatitle.com.au

WOLLONGONG
Suite 2B, 129 Crown St
Wollongong NSW 2500
+61 2 6618 7200
wollongong@stratatitle.com.au

TWEED HEADS
Suite1, 69 Wharf St
Tweed Heads NSW 2485
+61 7 5536 0700
tweedheads@stratatitle.com.au

STM Building Smarter Communities
STRATA TITLE MANAGEMENT

SYDNEY CENTRAL
SYDNEY NORTH
SYDNEY SOUTH
WOLLONGONG
BALLINA
TWEED HEADS

ABN 43 119 665 762
PO Box 56
Sutherland NSW 1499
t. +61 2 9266 2600
www.stratatitle.com.au

MINUTES OF STRATA COMMITTEE MEETING OF THE OWNERS CORPORATION

MINUTES OF the Strata Committee Meeting of the
Owners - Strata Plan No 50785
Held Onsite, 1 McDonald Street, CRONULLA, NSW, 2230
On 4 October 2022 at 06:00 PM

Present:

Lot 35	Daryl Young	Committee member present
Lot 41	Luisa Margetts	Committee member present
Lot 54	Mr Carey Beebe	Committee member present
Lot 56	Mr Kevin O'Shea	Committee member present
Lot 79	Sharen Carruthers	Committee member present
Lot 83	Mr David Gourley	Committee member present
Lot 97	Ian MacDonald	Committee member present
Lot 101	Loriene Dennes	Committee member present

Apologies: Nil

In Attendance: John Stevens (Building Manager), Sebastiano Trovato and Nancy Trovato (Lot 4), Stephen Neil (Strata Title Management).

Chairman: Stephen Neil (Strata Title Management) by invitation.

There being a quorum present the chairman declared the meeting open at 6:00PM.

Motion 1.	***Minutes***	***Ordinary Resolution Without use of Proxies***
RESOLVED that the minutes of the previous Strata Committee meeting be confirmed as a true and accurate account of the proceedings at that meeting.		

Motion 2.	Financial Statements	Ordinary Resolution

RESOLVED that the Financial Statements for the period up to 27/9/22 be accepted.

The Treasurer acknowledged the Building is operating within budget.

Motion 3.	Arrears Report	Ordinary Resolution

RESOLVED that the arrears report be tabled and accepted.

THAT action be taken against lot 14 in accordance with the approved levy recovery procedure.

Motion 4.	Building Management Report	Ordinary Resolution

RESOLVED that the Building Manager's report be tabled and any appropriate action determine, including the following:

1. Electricity contract expiry
   Notes: The current Electricity supply contract expires 31/12/2022, the Strata Committee instructed the Managing Agent that they will arrange a quote with the current supplier and the Managing Agent is to obtain a further tender to be reviewed by the Strata Committee

2. Insurance valuation update required prior to next renewal.
   Notes: The Strata Committee instructed the Managing Agent to obtain an updated insurance valuation prior to the next insurance renewal.

3. Update on Water Ingress Works.
   Notes: The Building Manager provided an update on all current water ingress works and the Strata Committee acknowledged all works are progressing to completion.

4. Update on fountain capping.
   Notes: The Strata Committee are to select the tile material to progress these works

5. Reassessment of likely remaining life of the Tower Lifts.
   Notes: The Strata Committee instructed the Building Manager to obtain a lift performance report to assist in determining the remaining life of the tower lifts

6. Work set aside including the low rise internal foyer and stair re-tiling and mail room for parcel deliveries.
   Notes: The Strata Committee instructed the Managing Agent these works are on hold.

7. Opinion from Adrian Mueller regarding electricity supply limitations.
   Notes: The Strata Committee received legal opinion from Adrian Mueller for consideration and further discussion.

8. Consideration of the proposal with draft contract from Surfline to fit a rooftop camera to the building.
   Notes: It was considered the offer received from Surfline was insufficient considering the commercial nature of their enterprise. The Building Manager was instructed to inform Surfline accordingly.

Motion 5.	Approval of Minor Renovations - Lot 15 (Apartment A7) Air-conditioning	Ordinary Resolution Without use of Proxies

DEFEATED that the Strata Committee consent in accordance with **Special By-Law 115 - Renovations**, the Strata Committee approves for the Owner of **Lot 15 (Apartment A7)** to carry out the installation of an air-conditioner as per the attached annexure and as per the terms and conditions set out under the Renovations By-Law.

It was further RESOLVED that a like for like Split Air Conditioning replacement is approved for the Owner of Lot 15 (Apartment A7) in accordance with **Special By-Law 115 – Renovations.**

It was RESOLVED that as the works for a Ducted air conditioning system would occupy the common property ceiling space above Unit A7, that the installation of a ducted air conditioning system would require preparation and passing of a Special By-law at a General Meeting.

Motion 6.	Approval of Minor Renovations - Lot 4 (Shop 2) Air-conditioning	Ordinary Resolution Without use of Proxies

DEFEATED that the Strata Committee consent in accordance with **Special By-Law 115 - Renovations**, the Strata Committee approves for the Owner of **Lot 4 (Shop 2)** to carry out the installation of an air-conditioner as per the attached annexure and as per the terms and conditions set out under the Renovations By-Law.

Notes: Approval in principle for the air conditioning system was indicated to Lot 4 (Shop 2) Owners in attendance. However, installation is not to proceed until a Special By-law is prepared and passed, detailing the various conditions including the rooftop location of the outdoor unit, and the fitting of 63A circuit breakers to the restaurant's internal switchboard, all at the expense of the Lot Owners. In addition, the deprecated HWS and rooftop exhaust ducting must be removed.

Motion 7.	By-Law Compliance - Commercial Lots Exhaust System Compliance	Ordinary Resolution

RESOLVED that the Strata Committee is satisfied that the owner/occupiers of Lot 3 (Shop 3), Lot 5 (Shop 1) and Lot 12 (Unit R2) has contravened by-law 127.4 registered with Strata Plan SP 50785 by:

a) failing to provide certification from their supplier that their exhaust has been cleaned and maintained under AS1668 Parts 1 & 2, and complies with the fire safety requirements detailed in the AIRAH Technical Bulletin 2016, and
b) Affect necessary repairs and/or painting to their rooftop exhausts, AND;

THAT the Strata Committee instructs STM to issue a Notice to Comply with a By-Law pursuant to Section 146 of the Strata Schemes Management Act 2015 to the owner/occupant of the above mentioned Lots seeking compliance with the strata schemes' by laws, in particular, Special By-law 127.4, AND;

THAT should the owner/occupier of the above mentioned Lots continue to contravene Special By-law 127.4, the Strata Committee authorise Strata Title Management the power to apply to NCAT after having been served the Notice to Comply.

Motion 8.	By-law Compliance - Smoking - Lot 1 (Unit R1)	Ordinary Resolution Without use of Proxies

RESOLVED that the Strata Committee is satisfied that the occupier of Lot 1 (Unit R1) has contravened Special By-law 105.1 registered with Strata Plan 50785 for failing to prevent staff from smoking on common property; AND

THAT the Strata Committee instructs STM to issue a Notice to Comply with a By-Law pursuant to Section 146 of the Strata Schemes Management Act 2015 to the occupant of Lot 1 (Unit R1) seeking compliance with the strata schemes' by laws, in particular, Special By-law 105.1; AND

THAT should the occupier of the Lot 1 (Unit R1) continue to contravene Special By-law 105.1, the Strata Committee authorise Strata Title Management the power to apply to NCAT after having been served the Notice to Comply.

Motion 9.	By-law Compliance - Smoking - Lot 5 (Shop 1)	Ordinary Resolution

DEFEATED THAT the Strata Committee is satisfied that the occupier of Lot 5 (Shop 1) has contravened Special By-law 105.1 registered with Strata Plan 50785 for failing to prevent staff from smoking on common property; AND

THAT the Strata Committee instructs STM to issue a Notice to Comply with a By-Law pursuant to Section 146 of the Strata Schemes Management Act 2015 to the occupant of Lot 5 (Shop 1) seeking compliance with the strata schemes' by laws, in particular, Special By-law 105.1; AND

THAT should the occupier of the Lot 5 (Shop 1) continue to contravene Special By-law 105.1, the Strata Committee authorise Strata Title Management the power to apply to NCAT after having been served the Notice to Comply.

It was further **RESOLVED** the Managing Agent to issue a reminder to all Commercial Lots regarding Special By-law 105.1 – No Smoking registered with Strata Plan 50785

Motion 10.	Unauthorised Renovations in Commercial Lots	Ordinary Resolution

The Strata Committee held a discussion on action to be taken regarding non-authorized additions to common property by Lot 1 (The Pines) and Lot 12 (Zinc) and it was determined that this breach of By-Laws will be raised with the Commercial Owners at their forthcoming meeting.

Motion 11.	Meeting with Commercial Lots	Ordinary Resolution

RESOLVED THAT a Meeting is be called by the Strata Committee with all commercial owners and operators.

Motion 12.	Strata Committee Communication	Ordinary Resolution

A discussion was held on means to improve communication within and by the Strata Committee and it was determined Strata Committee Meeting Minutes are to be uploaded to Côte d'Azur website with an email notification to all Owners. Gatherings of the Strata Committee are to be recorded with notes and distributed to Strata Committee Members.

Motion 13.	Correspondence	Ordinary Resolution

RESOLVED that the Strata Committee review any correspondence needing attention and provide instructions.

A discussion was held on Electric Vehicle charging, particularly as a new tenant has moved in with two Teslas. STM agreed to send Origin Energy to site for investigation into possible Common Property charging setups for long term implementation. In the meantime, Opperman Electrical has come up with a possible solution with small meters fitted at minimum expense of the occupant to individual garages desiring EV charging, rather than forcing the Lot owner to cable back to their own supply meter as required under the present By-law.

Motion 14.	Next SCM Date and Time	Ordinary Resolution

RESOLVED that the date, time and venue for the next Strata Committee Meeting be determined

It was further RESOLVED Strata Committee Meetings will be held Bi Annually or on demand with the next Strata Committee Meeting to be held directly following the buildings AGM.

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 08:30 PM



_____STRATA TITLE MANAGEMENT

Dated: 12 October 2022

CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

Consent to the disclosure of personal details on the NSW Strata Hub pursuant to section 43 of the Strata Schemes Management Regulations 2016.

I, _____

consent to Strata Title Management uploading my personal contact details to the NSW Strata Hub, which will be of public record to Fire & Rescue NSW and the local Council for the land on which the strata scheme is situated.

Full name: _____

Contact Phone Number: _____

Email Address: _____

Signature: _____ Date_____